

# **COUNTESTHORPE PARISH COUNCIL**

## **EMPLOYEE HANDBOOK**

**OUR RULES AND POLICIES**

**NOVEMBER 2017**

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## **WELCOME TO COUNTSTHORPE PARISH COUNCIL**

Your relationship with the Council is governed by the policies and procedures in this Handbook and by the terms and conditions in your contract of employment. Please take time to read both documents. If there is a conflict between the two, your contract of employment prevails.

This Handbook is divided into two parts:

### **SECTION 1 – COUNCIL RULES**

Section 1 sets out the Council rules, procedures and general information. To ensure that the Council is a safe, efficient and happy place to work it is very important that you obey the rules and always follow the set procedures.

### **SECTION 2 – POLICIES**

Section 2 sets out the Council policies for dealing with things like discipline, absence, grievances, maternity and other family leave. These policies are in place to help and protect you. Please try to familiarise yourself with them. The Council's policies set out how we manage particular issues that may affect you. They do not form part of your contract and may be changed from time to time to reflect developments.

If you are unsure about anything mentioned in either this Handbook or your contract of employment, please contact the Clerk who will be delighted to help you.

We are very pleased that you have chosen to work for the Council and we hope that your time with us will be long, fulfilling and happy.

## **SECTION 1 – COUNCIL RULES**

### **1. YOUR RESPONSIBILITIES**

- 1.1 Whilst working for the Council your overriding responsibilities are:-
- 1.1.1 To observe all safety rules and to act in a manner that ensures your own health and safety and the health and safety of others; and
  - 1.1.2 To act wholeheartedly in the best interests of the Council.
- 1.2 Any conduct that either puts your own health and safety at risk or the health and safety of others at risk will normally be treated as **gross misconduct**.
- 1.3 Any conduct that is detrimental to the best interests of the Council or its relations with customers/clients, suppliers or the general public will normally be treated as **gross misconduct**.
- 1.4 Your general duties include the following:-
- 1.4.1 To work hard, conscientiously, safely and loyally on behalf of the Council.
  - 1.4.2 Not to be involved in any work or activity which is in competition with the Council or which might adversely affect the Council's best interests.
  - 1.4.3 To obey the reasonable and lawful instructions of the Council and to be flexible in helping the Council achieve its objectives.
  - 1.4.4 To produce work of the best possible quality.
  - 1.4.5 To respect and care for the Council's property.
  - 1.4.6 To strictly obey all Rules and Regulations relating to health and safety and report to the Clerk any hazards to safe working arrangements.
  - 1.4.7 To comply with the Council's equal opportunities policy and to co-operate with it to ensure a working environment that is free from discrimination and prejudice and the fear of harassment, bullying or violence.
  - 1.4.8 To comply with the Council's anti-bribery statement and any policies in force governing your dealings with customers and agencies, if any.
  - 1.4.9 Whilst working for the Council to devote all of your time and attention to your duties. You must not engage in any other business, activity or employment (either inside or outside your normal working hours) that interferes with this duty.
  - 1.4.10 To notify the Council at the earliest opportunity about any change in your personal circumstances such as your name, address or telephone number.

## 2 ATTENDANCE AND TIMEKEEPING

- 2.1 The Council expects excellent attendance and timekeeping.
- 2.2 Persistent lateness or repeated unauthorised absence will normally be treated as **misconduct**.
- 2.3 It is your responsibility to make sure that you are at work and ready to start work at your scheduled starting time.
- 2.4 Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by the Council in advance shall be regarded as an unauthorised absence and may be treated as gross misconduct.
- 2.5 If you are sick or injured and cannot attend work then you must comply with the Council's sickness/injury rules. The sickness/injury rules are set out at part 3 of this Handbook.
- 2.6 If you arrive at work late you must immediately report to the Clerk.
- 2.7 If you need to leave work before your scheduled finish time you must obtain the prior authority of the Clerk.
- 2.8 You must comply with any absence / Time recording procedures which may be introduced from time to time including any provisions required to ensure compliance with the Working Time Regulations 1998.

### **3 SICKNESS, INJURY AND SICK PAY**

- 3.1 You are expected to be available to work during your normal working hours. You must make every effort to attend work.
- 3.2 If you cannot attend work because of sickness or injury you must comply with the following rules:-
  - 3.2.1 You must telephone the Clerk within 30 minutes of your scheduled start time on your first day of absence. You should not leave a message at reception or with a colleague. Text messages are not an acceptable form of sickness notification. If you cannot make contact with the Clerk you should try to speak to another supervisor or manager. You must state the reason for your absence and the date on which you expect to return to work.
  - 3.2.2 You must call the Clerk again as outlined above on each day of absence not covered by a medical certificate which has been submitted to the Council.
  - 3.2.3 If your absence lasts for less than 8 calendar days, on your return to work you must complete an Absence Self-Certification (which is available from the Clerk) explaining the reason for your absence.
  - 3.2.4 If your absence lasts for 8 or more consecutive calendar days then:
    - 3.2.4.1 You must get a medical certificate (MED3) from your GP confirming your inability to attend work. This form must be sent to the Clerk immediately.
    - 3.2.4.2 If you cannot return to work when your medical certificate expires, you must obtain another medical certificate from your GP and send it to the Clerk immediately. Certificates are required to cover the total period of your absence.
    - 3.2.4.3 You must telephone the Clerk at least one working day before you return to work so that arrangements can be made for your return.
    - 3.2.4.4 If your last medical certificate does not specify a date on which you can resume your duties before you return you must supply the Council with a medical clearance certificate confirming that you are fit to return to work.

#### **Sickness Scheme**

- 3.3 The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
- 3.4 Employees are entitled to receive sick pay for the following periods:

During 1 <sup>st</sup> year of service	1 month's full pay and (after completing 4 months service) 2 months half-pay
During 2 <sup>nd</sup> year of service	2 months' full pay and 2 months half pay
During 3 <sup>rd</sup> year of service	4 months' full pay and 4 months half pay
During 4 <sup>th</sup> & 5 <sup>th</sup> years of service	5 months' full pay and 5 months half pay
After 5 years' service	6 months' full pay and 6 months half pay
- 3.5 The Council shall have discretion to extend the period of sick pay in exceptional cases.

- 3.6 The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
- 3.7 In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
- 3.8 In the case of half pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
- 3.9 Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
- 3.10 If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee's own misconduct or neglect or active participation in professional sport or injury while working in the employee's own time on their own account for private gain or for another employer sick pay may be suspended. The Council shall advise the employee of the grounds for suspension and the employee shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.
- 3.11 Where, for the purpose of qualifying for sick pay under the scheme, the Council requires a doctor's statement from an employee, the Council will reimburse the employee the cost of such a statement on the provision of a receipt.
- 3.12 An employee who falls sick during the course of annual leave shall be regarded as being on sick leave from the date of a doctor's statement.
- 3.13 Maternity leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sickness leave.

#### **Fit to Work Notes**

- 3.14 Should your GP issue a "may be fit to work note" the Council will take into account any advice / recommendations given by your GP in that note.
- 3.15 The Council will usually request that you attend a meeting to consider the following –
- 3.15.1 the advice that has been given by your GP and whether further advice is required;
- 3.15.2 your ability to return to/remain in your job in view both of your capabilities and the Council's business needs and any adjustments that can reasonably be made to your job;.
- 3.15.3 possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy;
- 3.15.4 where you are is able to return to your job or a redeployed job, lighter duties; agreeing a return to work programme.

- 3.16 You should at all stages seek to inform the Council as to any duties/roles that you feel that you might be able to still safely undertake despite your ill health.
- 3.17 Where you disagree with the advice given by your GP the Council may at its discretion obtain a further opinion from an alternative medical expert / occupational health advisor or may write to your GP requesting clarification.
- 3.18 The Council cannot guarantee that it will be able to implement any adaptations / adjustments recommended by your GP or any other medical expert / occupational health advisor.
- 3.19 If it is not possible for the Council to implement such adaptations / adjustments it will explain the reasons for this to you. If this is the case, the Council will agree a time-scale for review and/or a further meeting.



#### 4 DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS

- 4.1 Whenever possible such appointments should be made outside of working hours. There is no right to time off for non-emergency check-ups. .
- 4.2 Where it is absolutely essential that such appointments are arranged during your working day, disruption must be kept to a minimum, normally by arranging the appointment at the very start of the day or at the end of the day.
- 4.3 Time off for such appointments will be **unpaid** unless:
  - 4.3.1 Lost time is made up with the prior authority of the Clerk;
  - 4.3.2 You take the time off as holiday in which case you will need to comply with the Council's holiday rules.
- 4.4 Necessary paid time off will be granted for the purpose of cancer screening appointments.

## 5 HOLIDAYS

- 5.1 Your annual holiday entitlement is set out in your contract of employment. A week for the purposes of holiday calculation is your normal working week.
- 5.2 You are entitled to carry forward up to 5 days holidays from one holiday year provided you obtain the express prior written authority of the Clerk. No payments will be made in lieu of holiday not taken except in respect of your last year of employment as set out below.
- 5.3 Holidays must be arranged at the mutual convenience of both you and the Council. You must give the Council reasonable notice of your intention to take your holiday. The notice required is:
  - 5.3.1 at least 1 week's notice for holidays of up to 1 weeks' duration
  - 5.3.2 at least 4 weeks' notice of holidays exceeding 1 weeks' duration
- 5.4 All applications for holiday must be made using the Council's holiday application form. Completed forms should be submitted to the Clerk for approval. You are only allowed to take holidays if the Council has approved them in advance.
- 5.5 You are not allowed to take more than 10 consecutive working days holiday unless you have obtained the express prior written permission of the Clerk to do so.
- 5.6 The Council may object to you taking holiday on dates requested by you and/or on bank/public holidays if it is inconvenient to it. Holiday requests will be granted on a 'first come, first served' basis.
- 5.7 If you start or leave your employment during the holiday year you shall be entitled to pro rata annual entitlement for each week of service in that holiday year.
- 5.8 Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement the Council shall be entitled to deduct the excess pay from your final salary payment.
- 5.9 The Council may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.
- 5.10 In the event of you falling sick during the period of your annual leave, you will be regarded as being on sick leave from the date of your medical certificate and further annual leave will be suspended from that date.

## 6 ACCIDENTS

- 6.1 Absences resulting from accidents at work are treated as sickness absence and the Council's normal rules will apply to such absences (see Part 3 above).
- 6.2 All accidents and incidents (including near-miss incidents) must be reported to the appropriate line manager/supervisor so that the cause can be ascertained, the control measures re-evaluated and action taken to prevent recurrence.
- 6.3 All accidents and incidents, no matter how minor, **must be recorded in the Accident Book.**
- 6.4 It is your responsibility to provide complete and accurate information to enable management to find out what went wrong, learn lessons and take action to prevent or reduce such accidents/incidents in the future.

## **7 SMOKING**

### **Purpose**

- 7.1 This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces).

### **Policy**

- 7.2 Smoking is prohibited throughout the entire workplace with no exceptions. This includes Council vehicles. This policy applies to all employees, consultants, customers and visitors.

### **Implementation**

- 7.3 Overall responsibility for policy implementation and review rests with the Clerk. All staff are obliged to adhere to and to facilitate the implementation of the policy. Staff should note that the prohibition on smoking in the workplace also applies to electronic cigarettes and other vaporisers which will, for the purposes of this policy, be treated in the same way as cigarettes.
- 7.4 The person named above shall ensure that all existing employees, consultants and contractors are aware of the policy and of their role in the implementation and monitoring of the policy. They will also ensure that all new personnel are given a copy of the policy on recruitment or induction.

### **Non-compliance**

- 7.5 Non compliance with this policy and relevant law will be treated as a disciplinary offence.

## 8 FIRE

- 8.1 In general, you should seek to ensure good standards of housekeeping at all times. A clean and tidy workplace is less likely to be a source of fire. Any act or omission which you believe may constitute a fire risk should be immediately notified to your line manager or supervisor, who will take the appropriate action.
- 8.2 All potential fire hazards will be identified and the risks assessed and reduced to an acceptable level.
- 8.3 Fire fighting equipment will be provided and emergency lighting and fire alarm points fitted as appropriate, following a fire risk assessment. The fire alarm will be tested at weekly intervals by activating an alarm point in rotation, such as to test every alarm point over a set period of time.
- 8.4 Fire marshalling areas will be identified and located in areas beyond any danger from fire. You will be made aware of where they have to report in case of fire. Fire alarms will be activated periodically, without prior notice to you.
- 8.5 Details of the Council's fire/emergency procedures and exit and assembly points, are displayed on notice boards around the Council's premises. You must familiarise yourself with the Council's emergency procedures to minimise the dangers caused by fire.
- 8.6 You must ensure that you are aware of the nearest fire exit, and its alternative, for emergency use.
- 8.7 You must ensure that you are aware of the nearest fire extinguisher to your work location, its type and know how to operate it.
- 8.8 Regular fire drills will be held to ensure the Council's fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.
- 8.9 Remember:
  - 8.9.1 On discovering a fire:
    - 8.9.1.1 Operate the nearest fire alarm;
    - 8.9.1.2 Alert other people within your immediate vicinity;
    - 8.9.1.3 Do not attempt to tackle the fire unless you have been trained or you feel competent to do so
  - 8.9.2 On hearing the fire alarm
    - 8.9.2.1 Do not delay - evacuate the premises immediately;
    - 8.9.2.2 Do not stop to collect personal possessions;
    - 8.9.2.3 Remain calm and proceed in an orderly manner;
    - 8.9.2.4 Do not re-enter the premises or site until the Fire Brigade is satisfied that the premises and site are safe to re-enter.
- 8.10 Under no circumstances must you put yourself or others at risk in a fire situation.

## **9 INTERNET AND EMAIL**

### **Introduction**

- 9.1 The Council's computer system contains an e-mail facility, which is intended to promote effective communication on matters relating to the Council's business. The e-mail system should therefore be used for that purpose only. You have no right to privacy when using the Council's computer system. The e-mail system should not be used for spreading gossip or for personal gain or in breach of any of the Council's standard employment policies on issues such as sexual or racial harassment.
- 9.2 Messages sent on the e-mail system are to be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best Council practice. Messages should be concise and directed to those individuals with a need to know. When addressing a large group of recipients, use the BCC facility for their addresses so as to protect the confidentiality of their email addresses.
- 9.3 Confidential information should not be sent externally and in some cases internally by e-mail without express authority and if required, password protected.

### **Legal Action Against the Council**

- 9.4 Messages sent over the e-mail system can give rise to legal action against the Council. Claims for defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary hard copies should be retained. You are also reminded that messages are disclosable in any legal action commenced against the Council relevant to the issues set out in the e-mail.

### **The Council's Rights**

- 9.5 The Council reserves the right to retrieve the contents of all incoming and outgoing messages for the purpose of monitoring whether the use of the e-mail system is legitimate, when you are off sick or on holiday, to find lost messages or to retrieve messages lost by computer failure, to assist in the investigations of wrongful acts or to comply with any legal obligation.
- 9.6 The Council reserves the right to monitor email messages sent and/or received and to monitor your use of the Internet.

### **Security**

- 9.7 If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.
- 9.8 You should therefore keep your personal password confidential and change it regularly. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence.

### **General Rules**

- 9.9 Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person but NOT in the case of SPAM which should be deleted immediately. Further, in the event the e-mail message contains confidential information, you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of the Clerk.
- 9.10 Misuse of the e-mail system in breach of these rules will be treated as misconduct.

- 9.11 Misuse of the e-mail system by transmission of any material in any of the following categories will constitute gross misconduct:
- 9.11.1 defamatory;
  - 9.11.2 offensive or obscene;
  - 9.11.3 untrue or malicious;
  - 9.11.4 discriminatory on grounds of race, sex, age, marital status, disability, sexual orientation, religion or religious belief and philosophical beliefs;
  - 9.11.5 the Council's Confidential Information (as defined in your contract of employment); and
  - 9.11.6 protected copyright material.

### **Internet**

- 9.12 If you are given access to the Internet you must use it for legitimate Council business only. Searching for or viewing or downloading web pages the content of which is offensive, obscene or discriminatory will constitute gross misconduct.

### **SOCIAL NETWORKING SITES**

#### **Council Equipment**

- 9.13 Use of the internet (especially chat rooms and community sites such as Facebook) slows the system and encourages accidental downloading of viruses.
- 9.14 Employees are prohibited from using social networking website such as Facebook or instant messaging services on Council computers or during working hours other than for business purposes.
- 9.15 Employees are prohibited from downloading or saving music on the Council's computer systems.
- 9.16 Access to certain web-sites has been blocked, including the common social networking sites (Facebook etc) and dating web-sites.
- 9.17 Your business email address must not be used:
- 9.17.1 to register an account on any website being used for personal reasons, or to receive communications from such websites e.g. Social networking sites such as Facebook and eBay or similar sites, message boards or any blog sites;
  - 9.17.2 to receive communications relating to any personal businesses or income generating ventures, such as property letting;
  - 9.17.3 to subscribe to regular update emails for social activities such as cinema or theatre listings or other non-business purposes.
- 9.18 Employees should not under any circumstances use our systems to participate in any internet chat room, "twitter" system, any on-line auction website, post messages on any internet message board or set up or log text or information on a blog or wiki, even in their own time.

#### **Personal Equipment**

- 9.19 If you use social networking sites at home or outside of work any comments you make may still have an impact on your work and your colleagues. Please note that you may still be subject to the Council's Disciplinary Procedures if you make any defamatory, inappropriate and/or offensive comments about the Council, its clients or your colleagues when on line.
- 9.20 Please ensure therefore that you do not use systems like Facebook or Twitter to:
- 9.20.1 gossip about colleagues in relation to work issues
  - 9.20.2 gossip or complain about management or management policies
  - 9.20.3 give out any information in relation to your workplace
  - 9.20.4 directly communicate with or harass a colleague in relation to an issue of dispute
- 9.21 Such comments are capable of amounting to gross misconduct and may therefore result in the termination of your employment.



## 10 JURY DUTY

- 10.1 Leave of absence will normally be granted to you if you are called for jury duty. If you receive a notice of jury duty you must notify the Clerk as soon as possible in order that arrangements may be made to cover your position.
- 10.2 Whilst on jury duty you will be expected to work as much of your regularly scheduled work week as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the number of hours you are normally scheduled to work during a normal working week (unless additional time is absolutely necessary and mutually agreed upon by you and Council).
- 10.3 If you hold a position crucial to the operation of the Council, or in the event that your absence from work over a long period of time could cause hardship to the Council, the Council may require you to request deferral of or excusal from your jury duty.
- 10.4 You are not entitled to be paid for any time spent on jury service, though you may claim an allowance from the court. The Council, in its absolute discretion, may make up the difference between this allowance and your full salary for the period on presentation of evidence of the allowance paid

11 **SEVERE WEATHER**

- 11.1 The Council will endeavour to open for business every normal working day regardless of weather conditions.
- 11.2 If it is impossible for you to come into work due to severe weather conditions, you must telephone within 30 minutes of your scheduled starting time to inform the Clerk.
- 11.3 If you cannot make it to your workplace due to severe weather, you should take the day as an unpaid workday or a holiday. Alternatively if you are able to work from home and are given permission to do so, you will be paid at your normal hourly rate for hours worked from home.
- 11.4 If severe weather conditions cause a substantial delay in your arrival at work, you should notify the Clerk as soon as possible. Lost time will be unpaid or made up with the prior authority of the Clerk.
- 11.5 If the Council decides that in the interests of health and safety you should be permitted to leave for home before the end of their normal working day / shift due to weather conditions then you will be paid at your basic rate as if you had stayed at work until the end of your normal working day / shift.

## 12 **TELEPHONES (OFFICE AND MOBILE)**

- 12.1 Telephone calls of a personal nature should be accepted or made only in cases of emergency.
- 12.2 Your personal mobile telephone must be on 'silent' mode during working hours. You should normally restrict personal mobile telephone calls and text messages to your rest breaks.
- 12.3 You agree to being contacted on an occasional basis outside working hours by the Council and/or clients and customers to assist with operational matters.
- 12.4 You may be provided with a mobile telephone in order to assist with the proper performance of your duties. The mobile telephone remains the property of the Council and the Council may withdraw its use and it must be returned to the Council on the termination of your employment. The mobile telephone is your responsibility and if it is lost you will be responsible for the replacement cost.
- 12.5 [You are permitted to make and receive personal telephone calls / texts on any mobile telephone issued to you but this must be kept to a minimum. If the Council considers that there has been improper use of the mobile telephone, you may be required to meet the cost of any calls that are not business related and such costs may be deducted from your remuneration.] OR [You are not permitted to make and receive personal telephone calls / texts on any mobile telephone issued to you by the Council. If the Council considers that there has been improper use of the mobile telephone, you may be required to meet the cost of any calls that are not business related and such costs may be deducted from your remuneration.]

### **Use of Mobile Phones in Vehicles**

- 12.6 It is unlawful to use a hand held mobile telephone when driving. Time spent waiting at traffic lights or in a traffic jam is still considered to be driving.
- 12.7 ALL employees who drive vehicles whilst carrying out their work will be required to comply with this law. If you do not comply, you will be subjected to disciplinary proceedings. Repeated or flagrant breach of this policy will result in dismissal.
- 12.8 You must not use your Council mobile phone whilst driving even with a hands free kit. If you receive or make a mobile telephone call whilst driving you should stop the car in a safe place, turn off the engine and then make or receive the call once satisfied that it is safe to do so.

### 13 DRESS CODE

- 13.1 Proper attire is necessary to maintain an image which reflects the Council's professionalism and high standards. It is important that dress is appropriate for the Council's environment.
- 13.2 [If you are provided with a uniform you must wear this at all times whilst at work and ensure that it is laundered on a regular basis.] – Delete if not appropriate
- 13.3 Trainers, jeans and other casual clothing, as well as walking barefoot in office hours are not considered to be appropriate attire. If further guidance regarding attire is required, this should be discussed with **the Clerk**.
- 13.4 If you arrive at work inappropriately dressed we reserve the right to require you to go home and get changed and not to pay you in respect of any time lost.

## 14 SEARCH

- 14.1 The Council reserves the right to search you and any of your property held on the Council's premises at any time if there are reasonable grounds to believe that you are guilty of theft or in possession of illegal drugs or prohibited property or substances or in breach of the Council's rules and regulations.
- 14.2 Personal searches will be carried out by security and/or management as appropriate. Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence
- 14.3 The Council reserves the right to invite the police to obtain a warrant to search the Council's premises and/or people suspected of possession of stolen or other illegal goods or substances or who are suspected of committing or having committed any other criminal act.

## **15 INDEMNITY OF EMPLOYEES**

- 15.1 The Council maintains comprehensive insurance cover for all its employees in respect of accident or assault while on official business. Details of the cover maintained is available on request from the Council Office.

## **16 APPRAISAL**

- 16.1 You will receive an annual Appraisal/Development Review. Should there be any concern about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

## **SECTION 2 – POLICIES**

### **1 DISCIPLINARY POLICY**

#### **Purpose and scope**

- 1.1 This policy is designed to help and encourage all employees to achieve and maintain standards of conduct and attendance. The Council rules in this Policy/Procedure apply to all employees/workers. The aim is to ensure consistent and fair treatment for all in the organisation.

#### **Principles**

- 1.2 Informal action will be considered, where appropriate, to resolve problems.
- 1.3 No disciplinary action will be taken against an employee until a reasonable investigation of the allegations has been undertaken.
- 1.4 You will be advised of the nature of the complaint against you and will be given the opportunity to state your case before any decision is made at a disciplinary meeting.
- 1.5 You will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of a disciplinary meeting. Witness statements may be, in appropriate circumstances, anonymised.
- 1.6 At all meetings that may result in a disciplinary sanction being imposed, you will have the right to be accompanied by a trade union representative or work colleague.
- 1.7 No employee with over 24 months' service will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- 1.8 You will have the right to appeal against any disciplinary action.
- 1.9 The procedure may be implemented at any stage if the employee's alleged misconduct warrants this.

#### **The Procedure**

##### *First stage of formal procedure*

- 1.10 This will normally be a *first warning for misconduct* if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform you that a final written warning may be considered if there is no sustained satisfactory improvement or change. A copy of this written warning will be kept on your Human Resources file but will be disregarded for disciplinary purposes after twelve months subject to achieving and sustaining satisfactory conduct.

##### *Final written warning*

- 1.11 If the offence is sufficiently serious, or if there is further misconduct during the currency of a prior warning, a final written warning may be given to you. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept on your Human Resources file but will be disregarded for disciplinary purposes after twelve months subject to achieving and sustaining satisfactory conduct.

##### *Dismissal or other sanction*

- 1.12 If there is still further misconduct the final step in the procedure may be dismissal or, in appropriate cases, some other action short of dismissal such as demotion, deduction of pay or transfer. Dismissal decisions can only be taken by the appropriate manager, and you will be provided in writing an outline of the reasons for dismissal, the date on which the employment will terminate, and the right of appeal.
- 1.13 If some sanction short of dismissal is imposed, you will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement in the future, and will be advised of the right of appeal.

### **Gross misconduct**

- 1.14 The following list provides some examples of offences which are normally regarded as gross misconduct:
- 1.14.1 theft, dishonesty, falsification of documents or fraud
  - 1.14.2 physical violence/intimidation/aggressive behaviour or bullying
  - 1.14.3 deliberate/wilful damage to property or serious negligence causing substantial loss or damage to property
  - 1.14.4 serious negligence causing loss, damage or injury
  - 1.14.5 deliberately accessing internet sites containing pornographic, inappropriate, offensive or obscene material
  - 1.14.6 serious insubordination
  - 1.14.7 unauthorised absence
  - 1.14.8 failing to follow a reasonable management instruction
  - 1.14.9 unlawful discrimination or harassment
  - 1.14.10 bringing the organisation into serious disrepute
  - 1.14.11 serious incapability at work brought on by alcohol or illegal drugs
  - 1.14.12 causing loss, damage or injury through serious negligence
  - 1.14.13 a serious breach of health and safety rules
  - 1.14.14 a serious breach of trust and confidence.
- 1.15 If you are accused of an act of gross misconduct, you may be suspended from work on full pay, whilst the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the Council is reasonably satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

### **Appeals**

- 1.16 If you wish to appeal against a disciplinary decision you must do so within five working days. The Appeals Panel of the Council will hear the appeal and their decision is final.



## **2 POOR PERFORMANCE POLICY AND PROCEDURE**

- 2.1 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors. It does not apply to cases involving genuine sickness absence or misconduct. In those cases reference should be made to the appropriate procedure in the Handbook.
- 2.2 The aim of the Performance Procedure will be to attempt to reconcile any sub-standard work issues between you and your respective manager, give an opportunity for improvement and to achieve the required standards; and identify any underlying causes of the poor performance.
- 2.3 Employees will not normally be dismissed for performance reasons without a previous warning. However, in cases of serious negligence, serious dereliction of duties, or instances of negligence which cause or might have caused the Council serious loss or damage (including one off incidents) or in any case involving an employee who has not yet completed their probationary period, or who has completed a probationary period but whose performance is still being closely monitored, the Council reserves the right to dismiss without prior warning and/or without notice.
- 2.4 In the first instance, performance issues will normally be dealt with informally between you and your manager as part of day-to-day management. Where appropriate, a note of any such informal discussions will be placed on your personnel file and may be taken into consideration for the purposes of any subsequent formal proceedings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:
- 2.4.1 clarify the required standards;
  - 2.4.2 identify areas of concern;
  - 2.4.3 establish the likely causes of poor performance and identify any training needs; and/or
  - 2.4.4 set targets for improvement and a time-scale for review.
- 2.5 If the Council considers that there are grounds for taking formal action over alleged poor performance, you will be required to attend an initial performance review hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:
- 2.5.1 a summary of relevant information gathered as part of any investigation;
  - 2.5.2 a copy of any relevant documents which will be used at the performance review hearing; and
  - 2.5.3 a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible whilst maintaining confidentiality.
- 2.6 The aims of a capability hearing will usually include:
- 2.6.1 setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered;
  - 2.6.2 allowing you to ask questions, present evidence, respond to evidence and make representations;
  - 2.6.3 establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;

- 2.6.4 identifying whether there are further measures, such as additional training or supervision, which may improve performance;
  - 2.6.5 where appropriate, discussing targets for improvement and a time-scale for review; and
  - 2.6.6 if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment. You will have the right to be accompanied by a work colleague or trade union representative at any meeting where you may receive a warning that your performance must improve.
- 2.7 Following an initial capability hearing, if we decide that your performance is unsatisfactory, we will give you an improvement note, setting out:
- 2.7.1 the areas in which you have not met the required performance standards;
  - 2.7.2 targets for improvement;
  - 2.7.3 any measures, such as additional training or supervision, which will be taken with a view to improving performance;
  - 2.7.4 a period for review; and
  - 2.7.5 the consequences of failing to improve within the review period, or of further unsatisfactory performance, which may indicate that unless there is a satisfactory improvement dismissal will follow.
- 2.8 Where the performance was so poor or so negligent or could have/did cause the Council serious loss/damage then the Council may issue you with a Final Written Warning, setting out that any further failures or instances of poor performance could result in your dismissal. In certain instances where the negligence/poor performance was so serious dismissal on the grounds of gross misconduct might be the only option to the Council.
- 2.9 Your performance will be monitored during any review period and we will write to inform you of the outcome:
- 2.9.1 if your manager is satisfied with your performance, no further action will be taken;
  - 2.9.2 if your manager is not satisfied or you have not met the required levels of improvement the matter may be progressed to another capability hearing; or the period of review may be extended.
- 2.10 If your performance does not improve within the review period set out in the improvement note, or if there is further evidence of poor performance whilst your improvement note is still active, we may decide to hold another capability hearing. You will have the right to be accompanied by a work colleague or Trade Union Representative at any such hearing.
- 2.11 Following this second performance review hearing, if we decide that your performance is unsatisfactory, we may either:
- 2.11.1 decide to dismiss if the poor performance/negligence is so serious or
  - 2.11.2 if you were already on an improvement note you will be issued with a Final Written Warning
- 2.12 Any Final Written Warning issued will set out:
- 2.12.1 the areas in which you have not met the required performance standards;

- 2.12.2 targets for improvement;
  - 2.12.3 any measures, such as additional training or supervision, which will be taken with a view to improving performance;
  - 2.12.4 a period for review;
  - 2.12.5 the consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 2.13 Your performance will be monitored during the review period and we will write to inform you of the outcome:
- 2.13.1 if your manager is satisfied with your performance, no further action will be taken;
  - 2.13.2 if your manager is not satisfied, the matter may be progressed to a final capability hearing; or the review period may be extended.
- 2.14 We may decide to hold a final performance review hearing if we have reason to believe:
- 2.14.1 your performance has not improved sufficiently/satisfactorily within any review period as set out in any improvement notice or within the final written warning; or
  - 2.14.2 your performance is unsatisfactory while a final written warning is still active; or
  - 2.14.3 your performance has been so seriously negligent such as to potentially warrant dismissal without the need for a final written warning or any previous warning.
- 2.15 You will have the right to be accompanied by a work colleague or Trade Union Representative at any such final hearing.
- 2.16 Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:
- 2.16.1 dismissing you; or
  - 2.16.2 as an alternative to dismissal redeploying you into another suitable job at the same or a lower grade; or
  - 2.16.3 extending an active final written warning and setting a further review period (in exceptional cases where we believe the requisite improvement is likely within a short period of time); or
  - 2.16.4 giving a final written warning (where no final written warning is currently active).
- 2.17 You will have a right of appeal against the imposition of any improvement note/warning/final written warning/dismissal under this procedure and all such appeals will be heard by the Appeals Panel of the Council whose decision is final. If you wish to appeal you must do so within five working days.

### **3 SICKNESS ABSENCE POLICY AND PROCEDURE**

- 3.1 The Council is sympathetic to health issues of its employees but this always has to be balanced against the business needs and any disruption that this is causing the Council. The Council requires you to fully assist it and co-operate with it by attending any meetings to discuss your ill-health and providing the Council with as much information as possible to enable the Council to cope with your absence and make any necessary arrangements required to assist you back to work. The Council expects you to keep in regular contact during any absence period and to discuss with your GP any alternative duties/job roles you feel you could safely undertake despite your ill-health or any changes to your current job or work environment that you feel could be made to allow you to return to work.
- 3.2 On this basis the Council has set out below, its guidance on what are considered to be unacceptable levels of sickness absence and the potential consequences of exceeding these levels. The Council will always look at sickness absence on a case by case basis and the trigger points below are for guidance only.

#### **Trigger points:**

- 3.3 Where an employee has been absent for more than 3 separate periods within a rolling six month period, an investigatory / counselling meeting will be held to establish whether there are any underlying reasons for the levels of absence and to see whether there are any steps which the Council can take to enable the employee's absence levels to improve.
- 3.4 If, following an investigatory / counselling meeting an employee is off sick for a further period of absence, within a rolling 12 month period (from the date of the first absence), the Council will consider taking formal action in relation to unacceptable levels of sickness absence, which may result in a first written caution being issued.
- 3.5 If, following a first written caution being issued, a further period of absence occurs within a rolling 12 month period (from the date of the first absence), the Council will consider taking disciplinary action in relation to unacceptable levels of sickness absence, which may result in a final written caution being issued.
- 3.6 If, following a final written caution being issued, a further period of absence occurs within a rolling 12 month period (from the date of the first absence), the Council will consider taking formal action in relation to unacceptable levels of sickness absence, which may result in dismissal on notice.

#### **III Health Capability Procedure**

- 3.7 During any excessive period of absence, whether it be long-term absence or frequent intermittent absences, the Council will usually ask you to attend an ill health capability meeting. The purposes of this meeting will usually include:
- 3.7.1 Discussing the reasons for your absence(s) and any impact your absences are having on the business;
- 3.7.2 Where you are on long-term sickness absence, discussing how long the absence is likely to last.
- 3.7.3 Where you have been absent on a number of occasions, discussing the likelihood of further absences.
- 3.7.4 If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
- 3.7.5 Considering your ability to return to/remain in your job in view both of your capability and the Council's business needs and any adjustments that can reasonably be made to your job and/ or workplace to enable you to do so.

- 3.7.6 Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
- 3.7.7 Considering where you are able to return from long-term sick leave, whether to your job or a redeployed job, lighter duties and/or agreeing a return to work programme.
- 3.7.8 If it is considered that you are unlikely to be able to return to work from long-term absence whether there are any benefits for which you should be considered.
- 3.7.9 Agreeing a way forward, action that will be taken and a time-scale for review and/or any further meeting(s). You should at all stages seek to inform us as to any duties/roles that you feel that you might be able to safely undertake despite your ill health.
- 3.8 Depending on the matters discussed, a further meeting or meetings may or may not be necessary.
- 3.9 The purposes of any further meeting(s) may include the topics listed above at 3.7. This may, depending on steps already taken by the Council, include warning you that you are at risk of dismissal.
- 3.10 Where you have already been warned that you are at risk of dismissal, the Council may invite you to a meeting. Arrangements for this meeting will follow the procedure set out above and you will be entitled to be accompanied by a colleague or trade union representative.
- 3.11 The purposes of the meeting will be:
  - 3.11.1 To review any meetings that have taken place and matters already discussed with you.
  - 3.11.2 Where you remain on long-term sickness absence to consider whether there have been any significant changes since the last meeting either as regards 'your possible return to work or opportunities for return or redeployment.
  - 3.11.3 To consider any further matters that you wish to raise.
  - 3.11.4 To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time period.
  - 3.11.5 To consider medical evidence that has been obtained, considering the advice that has been given and whether further advice is required.
  - 3.11.6 To consider possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
  - 3.11.7 To consider whether your employment shall be terminated on the grounds of ill-health capability.
- 3.12 Termination will normally be with full notice or payment in lieu of notice.
- 3.13 An employee will have a right of appeal against any dismissal under these procedures and any appeal should be in writing, setting out the grounds of any such appeal and why the decision is deemed unfair within 5 days of notification of the dismissal decision. All such appeals will be heard by the Appeals Panel of the Council whose decision is final.

## **4 GRIEVANCE POLICY**

### **Dealing with grievances informally**

- 4.1 If you have a grievance or complaint to do with your work or the people you work with you should, wherever possible, start by talking it over with your manager. You may be able to agree a solution informally between you.

### **Formal grievance**

- 4.2 If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to the Chairman of the Council. You should stick to the facts and avoid language that is insulting or abusive.

### **Grievance hearing**

- 4.3 The Chairman of the Council will call you to a meeting, normally within 5 days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting. After the meeting the Chairman of the Council will give you a decision in writing, without unreasonable delay.

### **Appeal**

- 4.4 If you are unhappy with the Chairman of the Council's decision and you wish to appeal you should let your the Chairman of the Council know. You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by the Appeals Panel of the Council. You have the right to be accompanied by a colleague or trade union representative at this meeting.
- 4.5 After the meeting the Appeals Panel will give you a decision, without unreasonable delay. The Appeals Panel's decision is final.

### **Mediation**

- 4.6 In addition, where appropriate and at any stage of the process, either party can request that the matter is subject to mediation, including the use of external third party mediators, in an attempt to reach a mutually agreeable outcome. The decision whether to hold a mediation meeting will be the Council's.

## 5 EQUAL OPPORTUNITIES POLICY

- 5.1 The Council is an equal opportunity employer. We are committed to ensuring within the framework of the law that our workplaces are free from unlawful or unfair discrimination because of Protected Characteristics as defined by the Equality Act 2010. We have adopted this policy as a means of helping to achieve these aims.
- 5.2 The Protected Characteristics are –
- 5.2.1 Age
  - 5.2.2 Disability
  - 5.2.3 Gender Reassignment
  - 5.2.4 Race
  - 5.2.5 Religion or Belief
  - 5.2.6 Sex
  - 5.2.7 Sexual Orientation
  - 5.2.8 Marriage and Civil Partnership
  - 5.2.9 Pregnancy and Maternity
- 5.3 We aim to ensure that our employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

### What is unlawful discrimination?

- 5.4 **Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.
- 5.5 **Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- 5.6 **Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- 5.7 **Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- 5.8 **Harassment** – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- 5.9 **Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.

### Commitment

- 5.10 We are committed to ensuring that all of our employees and applicants for employment are protected from unlawful discrimination in employment.

- 5.11 Recruitment and employment decisions will be made on the basis of fair and objective criteria.
- 5.12 Person and job specifications will be limited to those requirements which are necessary for the effective performance of the job.
- 5.13 Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.
- 5.14 All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.
- 5.15 Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Council's grievance procedure.



## 6 HARASSMENT POLICY

- 6.1 Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.
- 6.2 Harassment is either:
- 6.2.1 Unwanted conduct which affects the dignity of men or women at work; or
  - 6.2.2 Bullying of a colleague by intimidatory behaviour; or
  - 6.2.3 Unfavourable conduct at work, whether verbal or non-verbal, towards someone which could affect his/her dignity at work.
- 6.3 A single incident can amount to harassment if sufficiently grave.
- 6.4 Examples of harassment include:
- 6.4.1 jokes and pranks of a racial nature.
  - 6.4.2 Lewd comments about appearance.
  - 6.4.3 Unnecessary physical contact.
  - 6.4.4 Displays of sexually offensive material, e.g. pin-ups.
  - 6.4.5 Requests for sexual favours.
  - 6.4.6 Speculation about a person's private life and or sexual activities.
  - 6.4.7 Threatened or actual violence.
  - 6.4.8 unreasonable and unjustifiable threat of dismissal, loss of promotion, etc.
  - 6.4.9 Jokes about a person being either too old or too young to do a job properly.
- 6.5 Bullying is defined as any form of physical or verbal attack and/or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.
- 6.6 You may complain of behaviour that you find offensive even if it is not directed at you personally and you do not personally possess the relevant Protected Characteristic.
- 6.7 You are also protected from harassment related to Discrimination by Perception and Associative Discrimination as defined in paragraphs 5.5 and 5.6 of the Equal Opportunities Policy above.
- 6.8 Where harassment arises from people not directly employed by the Council eg. customers or clients, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.
- 6.9 Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Council's grievance procedure.

## **7 EQUAL PAY POLICY**

- 7.1 The Council is committed to the principle of equal pay for men and women. In this context “pay” includes not only remuneration but also other benefits of employment such as bonuses and access to facilities provided within the employment package from time to time.
- 7.2 Women and men employed by us are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value to the organisation unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individuals carrying out similar work may receive different salaries because of seniority, incremental points, qualifications and other such factors.
- 7.3 You should raise any query or grievance concerning your pay and its evaluation in accordance with the Council’s grievance procedure.

## **8 DIGNITY AT WORK POLICY**

- 8.1 The Council aims to ensure that all its employees have dignity at work. That means that there are some types of behaviour that are unacceptable which will include the following:
- 8.1.1 being offensive, abusive, malicious, insulting or intimidating to a fellow employee; or
  - 8.1.2 engaging in unjustifiable criticism towards a fellow employee; or
  - 8.1.3 imposing a punishment upon a fellow employee without reasonable justification; or
  - 8.1.4 changing an employee's duties or responsibilities to his or her detriment without reasonable justification.
- 8.2 This policy applies to all employees, regardless of their rank or seniority. Breach of this policy will be treated as misconduct.
- 8.3 If you feel that your dignity at work has been compromised you should raise the matter through the Council's grievance procedure.

## 9 RELATIONSHIPS AT WORK

- 9.1 This policy covers all employees of the Council. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest. It is also intended to set out employees' rights and responsibilities to one another.
- 9.1 The Council values the integrity of professional relationships between its employees and in order that the Council's business is conducted in a professional manner and perceived to be conducted in a professional manner it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.
- 9.2 In the context of this policy, a personal relationship is defined as:-
- 9.2.1 a family relationship; or
  - 9.2.2 a sexual/romantic relationship.
- 9.3 Both the Council and any employees who are in a personal relationship with any other Employee shall take all reasonable steps to ensure that personal relationships neither advantage nor unfairly disadvantage those involved.
- 9.4 If you become involved in a personal relationship with a fellow employee, it is the responsibility of you and the fellow employee to deal appropriately with any potential conflicts of interest. Ideally, such relationships should be reported, in confidence, to the Clerk, particularly where the relationship is between a manager and his/her subordinate.
- 9.5 You should take care that financial, familial or personal relationships entered into on a consensual basis do not advantage or unfairly disadvantage any member of staff or other individuals.
- 9.6 Employees involved in personal relationships should exercise due regard for the professional nature of the workplace and behave in a professional manner at all times paying due consideration to colleagues, customers and clients.
- 9.7 Where a personal relationship exists between employees who are in a line management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances the relevant manager, senior manager or director should be informed and will, where appropriate, make alternative arrangements and confirm them in writing. The relevant manager, senior manager or director will treat these matters in confidence.
- 9.8 If there is any inequality or perceived inequality in the relationship, extra care should be taken and your attention is drawn to the Harassment Policy. Sexual harassment is defined as "any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which occurs with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment". If you are involved in a personal relationship at work you should ensure that any such relationships are fully consensual and are not and cannot be perceived as an exploitation of one party's position in relation to another.
- 9.9 Any employee who is, or who has been, involved in a sexual/romantic relationship with another member of staff, and who does not consider their involvement to be truly consensual, will have the right to complain under the Council's Harassment Policy or grievance procedure.

- 9.10 External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with, has no involvement in the application process.
- 9.11 Managers and staff who are uncertain about whether they should take action regarding a personal relationship (whether their own or someone else's relationship that is affecting them) are invited to seek guidance in confidence from the Clerk.
- 9.12 You should be aware that a breach of this policy could lead to disciplinary action being taken.

## 10 MATERNITY POLICY

### Ante-natal Care

- 10.1 You have the right not to be unreasonably refused paid time off during working hours to receive ante-natal care.
- 10.2 The appointment must be made on the advice of a registered doctor, midwife or health visitor. After the first appointment, you must be prepared to produce a certificate confirming your pregnancy and your appointment card. Time off for ante-natal classes will be paid at the appropriate hourly rate, the calculation of which depends on whether or not you have regular hours. If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right you should notify your Line Manager of the date and time of the appointment.

### Qualification and Notification for Maternity Leave

- 10.3 You are entitled to maternity leave provided you notify the Council by the end of the 15th week before the expected week of childbirth (EWC) of:
- 10.3.1 the fact that you are pregnant; and
  - 10.3.2 your EWC; and
  - 10.3.3 the date on which you intend your maternity leave to start. This date cannot be earlier than the beginning of the 11<sup>th</sup> week before your EWC.
  - 10.3.4 You must also provide the Council with the original Maternity Certificate (MAT B1) issued by your doctor.
- 10.4 If you cannot provide this information on or before the 15th week before your EWC you should do so as soon as is reasonably practicable.
- 10.5 You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.
- 10.6 Your maternity leave will begin on the date chosen by you except:
- 10.6.1 where you are absent from work for a pregnancy-related reason in the four weeks before your EWC, when your leave begins on the first day of absence.
  - 10.6.2 where your baby is born earlier than your chosen start date, when your maternity leave begins on the day following the birth.
- 10.7 If you change your mind about your intended start date of leave, you must give the Council at least 28 days' notice before either the original or new start date of leave, whichever is the earlier.
- 10.8 If you give less than 28 days' notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Council may refuse to allow you to start your maternity leave until the 29<sup>th</sup> day after receiving your notification.
- 10.9 You should inform the Clerk as soon as reasonably practical of your baby's actual date of birth.

### Duration

- 10.10 You are entitled to a maximum of 52 weeks maternity leave.

## **Expected Date of Return**

- 10.11 Within 28 days of receiving your notice of intended start of maternity leave, the Council will send you a letter stating the expected date of your return from maternity leave. The Council will assume unless otherwise advised by you that you wish to take your full maternity leave entitlement.

## **Maternity Pay**

- 10.12 Most employees are entitled to maternity benefit for the first 39 weeks of Maternity Leave. Maternity benefit is either Statutory Maternity Pay paid by the Council or Maternity Allowance paid by the Department of Work and Pensions.

## **Statutory Maternity Pay**

- 10.13 You will qualify for Statutory Maternity Pay (SMP) if:

- 10.13.1 you have been employed by the Council for 26 weeks prior to the 15<sup>th</sup> week before your EWC; and
- 10.13.2 you pay sufficient National Insurance Contributions; and
- 10.13.3 you notify the Council at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give the Council an explanation of the delay.

- 10.14 SMP will not be paid before the 11<sup>th</sup> week before your EWC.

- 10.15 There are two rates of SMP, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of maternity leave and the prescribed rate is paid during the following 33 weeks of maternity leave, giving a total of 39 weeks maximum entitlement of SMP.

- 10.16 The earnings-related rate of SMP is 90% of your average weekly earnings. Your average weekly earnings are calculated on the basis of average earnings during the 8 weeks immediately preceding the 14<sup>th</sup> week before the EWC.

- 10.17 There is no entitlement to any pay over and above your statutory entitlements.

## **Maternity Allowance**

- 10.18 If you do not qualify for SMP, the Council will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.

- 10.19 Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less.

- 10.20 It is your responsibility to claim Maternity Allowance from Jobcentre Plus.

## **Working during the Maternity Payment Period**

- 10.21 You can work for up to ten days during your Maternity Pay Period (MPP) for the Council without losing your entitlement to SMP. These are called Keeping in Touch (KIT) days. Once you have worked for ten days, you will lose SMP for each week in your MPP in which you do any further work. If you wish to consider working on KIT days, please contact the Clerk who will discuss arrangements with you and agree terms and remuneration.

- 10.22 If you:

10.22.1 are taken into legal custody, or

10.22.2 work for another Council

during the MPP, you must notify the Council (and the DWP if you are claiming Maternity Allowance) as soon as possible, as your entitlement to SMP or Maternity Allowance may be affected.

### **Returning To Work**

10.23 As set out above, you will have received a letter from the Council stating the expected date of return to work. The expected date of return will be the first working day after the end of the full period of maternity leave to which you are entitled.

### **Returning to Work Earlier than the Expected Date of Return**

10.24 If you wish to return before the expected date of return, you must give notice to the Council at least 8 weeks before your new intended return date, or if that is not reasonably practicable, as soon as reasonably practicable. If the notice is given late, it must be accompanied by an explanation for the delay.

10.25 The Council will write to you within 28 days of receipt of your notice to confirm the new intended start date.

10.26 If less than 8 weeks' notice is given by you, the Council may be entitled to refuse to allow you to return to work until the 8 week period has elapsed.

10.27 In any event you are not permitted to return to work within 2 weeks' of the actual date of birth.

### **Returning to Work Later than the Expected Date of Return**

10.28 If you wish to postpone your return to work until after the end of your full entitlement to maternity leave, you must contact **the Clerk** and submit a medical certificate confirming that you are suffering from a medical condition which prevents you from working, or provide another authorised reason (such as holiday or parental leave), for your returning late.

### **The Job You Return To**

10.29 If you return after 26 weeks' leave or earlier, you are entitled to return to the same job.

10.30 It may not be practicable for the Council to offer you the same job if you return during the second six months of your entitlement. If this is the case, the Council will offer you suitable alternative employment (unless a redundancy situation arises).

### **Health and Safety**

10.31 While you are pregnant, some circumstances exist where the Council may have to suspend you on full pay because of your condition. These circumstances might include:

10.31.1 where your pregnancy makes you unable to do your job adequately

10.31.2 where it is unlawful for a pregnant woman to do a particular job

10.31.3 where you are engaged on night work and produce a medical certificate that states that for health and safety reasons you should not continue working at night

10.31.4 where a health and safety risk to yourself and/or the baby has been identified but cannot be eliminated.



- 10.32 Before such action is taken, every possible effort will be made by the Council to change your hours of work or working conditions if there is a health and safety risk, or to find suitable alternative work for you.
- 10.33 The Council is required to assess the risks to health and safety to which pregnant employees and others could be exposed. Please refer to the Council's Health and Safety Policy for details.

**Maternity Support Leave**

- 10.34 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. The employee may take up to 5 days paid time off at or around the time of childbirth, as agreed with the Town Clerk. There is no requirement to have a specific period of service to be eligible for this leave.
- 10.35 Five days paid Adoption Support Leave will be given to the partner or nominated carer of a primary adopter at or around the time of the placement.

## 11 PATERNITY LEAVE POLICY

- 11.1 Paternity leave and paternity pay are available to employees who are the father of a new born child or the spouse or partner of the mother or adoptive parent.
- 11.2 **Newborn children**; paternity leave and pay applies to employees whose child was born on or after 6 April 2003
- 11.3 **Adopted children**; paternity leave and pay applies to employees who receive notice from an approved adoption agency that a match with a child (under 18) has been made and placement started on or after 6 April 2003.

### Qualification

- 11.4 Paternity leave is available to you if you:
  - 11.4.1 have worked continuously for the Council for not less than 26 weeks by the 15<sup>th</sup> week before the child is expected to be born; and
  - 11.4.2 are the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
  - 11.4.3 have or expect to have responsibility for the child's upbringing; and
  - 11.4.4 give appropriate notification to the Council; and
  - 11.4.5 give the Council a self-certificate to support your entitlement to paternity leave.
- 11.5 You cannot take both adoption leave and paternity leave in respect of the same child. Therefore if adopting a child as a couple - it is up to you to decide who will take adoption leave and who will take paternity leave.

### Duration of Leave

- 11.6 Up to 2 weeks' leave can be taken.
- 11.7 The leave must be taken either as 1 week or 2 consecutive weeks' leave. The leave cannot be taken as 2 separate weeks leave. Only one period of leave is available, irrespective of whether more than one child is born at the same time. Therefore, if twins are born, your entitlement is still up to 2 weeks' leave and not four weeks.

### When Leave can be Taken

- 11.8 You can choose to start your leave:
  - 11.8.1 from the date of the child's birth (or date of placement in adoption cases); or
  - 11.8.2 from a chosen number of days or weeks after the date of the child's birth or placement; or
  - 11.8.3 from a chosen date.
- 11.9 The leave must be completed:
  - 11.9.1 within 56 days (8 weeks) of the actual date of birth of the child; or

11.9.2 if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

### **Notification**

- 11.10 You must inform the Council of your intention to take paternity leave by the 15<sup>th</sup> week before the baby is expected. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay.
- 11.11 You must also inform the Council:
- 11.11.1 of the Expected Week of Childbirth (the week the baby is due);
  - 11.11.2 whether you wish to take one or two weeks' paternity leave;
  - 11.11.3 of the date on which you want your leave to start.
- 11.12 You can change your mind about the date you want your paternity leave to begin, provided you give the Council at least 28 days' notice, ending at the original start date or new start date, whichever is the earlier. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay. If notice is given late and the explanation for the delay is inadequate the Council can postpone the start of your paternity leave until the 29<sup>th</sup> day after receipt of the notice.
- 11.13 It is not necessary for you to give notice of expected return date, since the leave is only one or two weeks in duration.

### **Statutory Paternity Pay**

- 11.14 Subject to your satisfying the qualifications set out below, Statutory Paternity Pay (SPP) will generally be payable for paternity leave taken within 56 days of the date of the child's birth (or placement for adoption).

### **Qualification**

- 11.15 To qualify for SPP, you must:
- 11.15.1 have continuous service with the Council for not less than 26 weeks by the 15<sup>th</sup> week before the child is expected to be born (or placed for adoption); and
  - 11.15.2 have continuous service with the Council from that 15<sup>th</sup> week up to the child's date of birth (or placement); and
  - 11.15.3 be the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
  - 11.15.4 have or expect to have responsibility for the child's upbringing; and
  - 11.15.5 give appropriate notification; and give the Council a self-certificate to support your entitlement to SPP;
  - 11.15.6 have average weekly earnings equal to or above the Lower Earnings Limit applying to National Insurance Contributions (NICs).

### **Amount Paid**

- 11.16 SPP will be the lesser of the current weekly prescribed rate or 90% of the employee's average weekly earnings.
- 11.17 If you do not qualify for SPP you may be eligible for income support whilst on paternity leave.
- 11.18 You should discuss your particular circumstances with your local social security office (Department for Work and Pensions) as you may be eligible for further financial support, such as housing benefit, council tax benefit, tax credits or a Sure Start Maternity Grant.

## **12 ADOPTION LEAVE POLICY**

### **Qualification**

- 12.1 Adoption leave and pay is available to individuals who adopt, or one member of a couple where a couple adopt jointly.
- 12.2 To qualify for adoption leave, you must:
  - 12.2.1 have been notified that you have been matched by an adoption agency with a child for the purposes of adoption; and
  - 12.2.2 give the Council appropriate notice; and
  - 12.2.3 give the Council a Matching Certificate as evidence of entitlement to adoption leave.
- 12.3 Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.
- 12.4 An employee who adopts a child may also be eligible to take shared parental leave.

### **Notification**

- 12.5 You are required to inform the Council of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. If not reasonably practicable, you should notify the Council as soon as reasonably practicable with a written explanation for the delay.
- 12.6 The notice must include the following information:
  - 12.6.1 when the child is expected to be placed with you;
  - 12.6.2 when you want to start the adoption leave;
- 12.7 You can change your mind about the date you want your leave to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable). If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation of the delay.
- 12.8 The Council will respond within 28 days of receipt of your notification. The Council will write to you setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken. This date is the Expected Return Date.

### **Matching Certificate**

- 12.9 You must provide a completed matching certificate (available from the Agency who are placing the child with you).

### **Time off to attend Adoption Appointments**

- 12.10 From 5th April 2015 employees who are proposing to adopt may take time off work to attend up to 5 adoption appointments in certain circumstances. Where there are joint adopters, only one adopter is entitled to take paid time off work for these purposes. If an employee exercises their right to take paid time off to attend an adoption appointment, they may not then go on to take paternity leave in respect of the same child.

## **Duration of Leave**

12.11 You will be entitled to a maximum of 52 weeks Adoption Leave; 26 weeks Ordinary Adoption leave and 26 weeks Additional Adoption Leave.

## **When Leave Can Be Taken**

12.12 You can choose to start your leave either:

12.12.1 from the date of placement (whether this is earlier or later than expected); or

12.12.2 from a fixed date which can be up to 14 days before the expected date of placement.

12.13 Only one period of leave is available regardless of whether more than one child is placed for adoption as part of the same arrangement.

12.14 Sometimes the placement ends during the adoption leave period, for instance when the adoption agency that matched the employee with the child notifies the employee that the child will not in fact be placed with him or her or the match is considered unsuitable. If this happens, you are entitled to continue the adoption leave for up to 8 weeks after the end of the placement.

12.15 It should be noted that adoption leave is in addition to parental leave (currently 18 weeks).

## **Returning to Work**

### **Right to Return**

12.16 Where you take Ordinary Adoption Leave only (i.e.: up to 26 weeks) you have the right to return to the same job as you left and to be treated as if you had never been absent.

12.17 Where you take Additional Adoption Leave (i.e.: more than 26 weeks and up to 52 weeks' leave) you have the right to return to the same job, or if that is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances.

### **Notice of Return**

12.18 Where you intend to return to work on the Expected Return Date no notice is required to be given to the Council.

12.19 Where you wish to return to work before the Expected Return Date, you must give the Council at least 8 weeks' notice of the date you intend to return. This notice need not be in writing.

12.20 If you fail to give at least 8 weeks' notice then the Council is entitled to postpone your return and is not obliged to pay you your normal remuneration until the agreed return date.

### **Adoption Pay**

12.21 Statutory Adoption Pay (SAP) is available if you:

12.21.1 have 26 weeks continuous service by the week in which you are notified by an approved adoption agency that match has been made with a child; and

12.21.2 give appropriate notification to the Council; and

12.21.3 gives the Council a completed Self Certificate; and

12.21.4 have average weekly earnings of not less than the lower earnings limit for National Insurance Contributions.

### **Notification**

12.22 You must give the Council at least 28 days' notice of the date upon which you expect any payment of SAP to begin, unless this is not reasonably practicable.

12.23 You can change your mind about the date you want your SAP to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable).

12.24 If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation for the delay.

### **Amount Paid**

12.25 There are two rates of Statutory Adoption Pay, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of adoption leave and the prescribed rate or the earnings related rate (whichever is lower) is paid during the following 33 weeks of adoption leave, giving a total of 39 weeks maximum entitlement.

12.26 The earnings-related rate of SMP is 90% of your average weekly earnings.

### **Alternative / Additional Financial Help for Adopters**

12.27 If you have average weekly earnings below the lower earnings limit for National Insurance Contributions purposes and do not qualify for SAP you may be eligible for income support whilst on adoption leave.

## 13 PARENTAL LEAVE POLICY

### Eligibility

- 13.1 To be eligible to take parental leave you must be the parent (including adoptive parents) of a child or have obtained formal parental responsibility for a child under the Children Act or its Scottish equivalent. We may need to request evidence of this, for example in the form of a birth certificate.
- 13.2 In addition you must have completed one year's service with the Council.

### Entitlements

- 13.3 If you meet the conditions set out above you are entitled to a total of 18 weeks (unpaid) parental leave in respect of each child.

### Time Limit

- 13.4 Parental leave can be taken up until the child's 18th birthday.

### Parental Leave Scheme

- 13.5 You must take parental leave in blocks or multiples of 1 week (blocks of one day for parents of disabled children).
- 13.6 You are required to give 21 days' notice before you intend to take this leave.
- 13.7 If you intend to take leave immediately after the birth or placement for adoption you should give notice 21 days before the beginning of the expected week of childbirth, or placement. In rare cases where it is not possible to give 21 days' notice of the date of placement for adoption, you should give the notice as soon as reasonably practicable.
- 13.8 You can take up to a maximum of four weeks' leave in any calendar year.
- 13.9 The leave can be postponed by the Council for up to 6 months where the business cannot cope; but leave cannot be postponed if you give notice to take this leave immediately after the time your child is born or is placed with your family for adoption.

### Your Rights Whilst on Leave

- 13.10 At the present time there is NO ENTITLEMENT TO REMUNERATION, i.e. parental leave is unpaid. However, you are guaranteed the right to return to the same job as before you went on leave.
- 13.11 In the case of mothers taking parental leave immediately following maternity leave there are special provisions depending on whether the mother has taken ordinary or additional maternity leave;
- 13.12 **Ordinary** maternity leave period (26 weeks) - return to the same job;
- 13.13 **Additional** maternity leave period - return to the same job unless this would not have been reasonably practicable at the end of the additional leave period and is still not reasonably practicable, in which case a similar job which has the same or better status, terms and conditions as the old job.
- 13.14 During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, compensation in the event of redundancy and disciplinary and grievance procedures.



## **Postponement of Leave**

- 13.15 If we consider that your absence will unduly disrupt the business, the Council can postpone the leave for no longer than 6 months from the beginning of the period that you requested to start your parental leave;
- 13.16 Examples of the reasons which might justify the Council postponing parental leave include work being at a seasonal peak, a significant proportion of the workforce applying for parental leave at the same time or if your role is such that your absence at a particular time would unduly harm the business.
- 13.17 If this is the case and we need to postpone your leave we will discuss the matter with you and confirm the postponement arrangements in writing no more than 7 days after your notice to take leave. The notice will set out the reason for the postponement and the new dates of parental leave. If leave is postponed, the length of the leave will still be the equivalent of your original request.

## **14. SHARED PARENTAL LEAVE**

- 14.1 Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.
- 14.2 Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.
- 14.3 Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.
- 14.4 A parent proposing to take a period of shared parental leave must give the Charity 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Charity. While every effort will be made to accommodate the needs of individual employees, the Charity may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Charity's discretion.
- 14.5 An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.
- 14.6 Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with the Clerk who will check that you qualify and help guide you through the procedure.

## 15 TIME OFF FOR DEPENDANTS POLICY

- 15.1 The Council recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform the Council as soon as possible that you need this time off, you will be allowed reasonable **unpaid** time off work to deal with such emergencies.

### Dependants

- 15.2 Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to the Clerk.

### The Emergency

- 15.3 The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with the Council by taking another form of leave, such as parental, maternity, paternity or adoption leave.
- 15.4 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:
- 15.4.1 is ill and needs your help
  - 15.4.2 is involved in an accident or assaulted
  - 15.4.3 needs you to arrange their longer term care
  - 15.4.4 needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
  - 15.4.5 goes into labour
- 15.5 You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral (see also the Bereavement Policy at Part 19).

### Length of Time Off

- 15.6 You can only take off as long as it takes to deal with the immediate emergency. For example, if a dependent is ill you can take enough time off to deal with their initial needs, such as taking them to the doctor and arranging for their care. You cannot take time off work to provide that care yourself and will need to make alternative arrangements for their longer term care. If you want to stay off work longer to care for them yourself you will normally need to take this as part of your annual leave entitlement.
- 15.7 As a general benchmark, no more than a day should be necessary.

### Notice

- 15.8 You must tell the Council as soon as possible why you are away from work and how long you expect to be off. In extreme cases of emergency where you cannot inform the Council of your absence before your return to work, on your return you should still inform **the Clerk** why you were absent.

## **16 FLEXIBLE WORKING POLICY**

### **Qualification**

16.1 To make a flexible working request, you must:

- be an employee;
- have been continuously employed by the Council for more than 26 weeks at the date the application is made; and
- not have made another formal flexible working request during the past 12 months.

### **Scope of a Request**

16.2 If you qualify, you may request:

- a change to hours worked;
- a change to the times you are required to work;
- a change in duties;
- a change to any other terms of your employment.

16.3 Any agreed change to your terms and conditions will be permanent, unless agreed otherwise.

### **Your Application**

16.4 Before making a flexible working request you should consider:

- what working pattern you are seeking;
- the financial implications a change might have on you;
- what effects, if any, the change will have on the Council's business and on your colleagues and how these might be accommodated.

16.5 Your application must be in writing, signed and dated and:

- state that it is an application under the right to apply for flexible working arrangements;
- specify the change applied for;
- specify the date on which you would like the change to be effective;
- explain what effect, if any, you think making the change applied for would have on the Council; and
- explain how you meet the eligibility requirements.

16.6 You can only make one application in any 12 month period. If you have made a previous application, your new application must state this and give the date on which the previous application was made.

### **Our Response**

16.7 Unless we jointly agree otherwise, we will deal with your application, from start to finish, within a maximum of three months.

16.8 We may agree to your request without discussing it with you. If so, we will notify you of this, in writing.

16.9 Otherwise, we will invite you to a meeting within 28 days of receiving your application. You have the right to be accompanied to the meeting by a work colleague or trade union representative.

### **The Meeting**

16.10 At the meeting, we will discuss your requested work pattern in detail and consider and how it might be accommodated. We may also discuss alternative working patterns.

### **After the Meeting**

16.11 We will write to you within 14 days of the meeting with our decision. We will either agree a new working pattern and a start date or, we will refuse your request and give the reasons for refusal.

16.12 The grounds on which we can reject your request are:

- burden of additional costs;
- detrimental effect on the ability to meet customer demand;
- inability to reorganise work amongst existing staff;
- inability to recruit additional staff;
- detrimental effect on quality;
- detrimental impact on performance;
- insufficiency of work during the periods the employee proposes to work;
- planned structural changes;
- any other ground allowed by regulations.

### **The Appeal Procedure**

16.13 You may appeal our decision in writing within 7 days of receiving it, setting out your grounds of the appeal.

16.14 We will either invite you to an appeal meeting within 14 days of receiving your appeal, or allow your appeal without a meeting.

16.15 We will give you a written appeal outcome within 7 days of the hearing. If we allow the appeal, we will specify the variation agreed and the date from which it is to take effect. Where we reject your appeal, we will explain why. This decision will be final.

## **17 HEALTH AND SAFETY AT WORK POLICY STATEMENT**

- 17.1 The Council recognises that it has a legal duty of care towards protecting the Health and Safety of its employees and others who may be affected by the Council's activities.
- 17.2 In order to discharge its responsibilities management will:
- 17.2.1 provide an organisational structure that defines clear responsibilities for health and safety
  - 17.2.2 ensure that the systems and procedures relating to this Policy Statement are rigorously applied
  - 17.2.3 provide adequate control of the health and safety risks arising from our work activities
  - 17.2.4 consult with our employees on matters affecting their health and safety
  - 17.2.5 provide and maintain safe plant and equipment
  - 17.2.6 ensure the safe handling and use of hazardous substances
  - 17.2.7 provide information, instruction and supervision for employees
  - 17.2.8 provide adequate training and ensure that all employees are competent to do their tasks
  - 17.2.9 maintain safe and healthy working conditions
  - 17.2.10 satisfy itself that any organisation who is contracted to carry out work for the Council is able to demonstrate that it pays due regard to health and safety matters
  - 17.2.11 bring this Policy Statement to the attention of all employees and seek their co-operation in supporting management in its efforts to establish and maintain a safe and healthy working environment.
- 17.3 This Health and Safety Policy Statement and its associated organisational arrangements, systems and procedures, will be reviewed at least annually and revised as necessary to reflect changes to the business activities. Any changes to the Policy will be brought to the attention of all employees.
- 17.4 It is the responsibility of all employees to co-operate in the implementation of this Health and Safety Policy within their areas of influence. You have a legal duty to ensure your own safety and the safety of others (for example, colleagues, visitors, contractors) under the Health and Safety at Work etc Act 1974. You must therefore:
- 17.4.1 Comply with any safety instructions and directions issued by the Council.
  - 17.4.2 Take reasonable care for your health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workmen, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable to you.
  - 17.4.3 Co-operate with the Council to ensure that the aims of the Health and Safety policy are achieved and any duty or requirement on the Council by or under any of the relevant statutory provisions is complied with.
  - 17.4.4 Report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury.
  - 17.4.5 Use equipment or protective clothing provided in accordance with the training you have received.

- 17.4.6 Report any potential risk or hazard or malfunction of equipment to the Clerk.
- 17.5 Any failure by you to comply with any aspect of the Council's health and safety procedures, rules or duties will be treated by the Council as serious or gross misconduct.
- 17.6 You have a responsibility to observe all safety rules and to co-operate with the manager charged with responsibility for the implementation of the Council's health and safety policy to achieve a healthy and safe workplace and to take reasonable care of yourself and others.

## **18 ALCOHOL AND DRUG ABUSE POLICY**

- 18.1 You must not drink alcohol on the Council's premises or the premises of its customers or clients other than at authorised social occasions.
- 18.2 Any employee who is found consuming alcohol on the Council's premises or the premises of its customers and clients or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Council's disciplinary procedure.
- 18.3 You must not drink alcohol during working hours including during lunch breaks.
- 18.4 Reporting for work when unfit due to the influence of alcohol, drugs (whether illegal or not) or substance abuse is also forbidden and may be regarded as a gross misconduct offence. Whether you are unfit for work is a decision to be made by management.
- 18.5 The possession, use or distribution of drugs for non-medical purposes on the Council's premises is strictly forbidden and a gross misconduct offence.
- 18.6 If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem with the Clerk.
- 18.7 If the Council suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Council reserves the right to require you to undergo a medical examination to determine the cause of the problem.
- 18.8 If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.
- 18.9 If, having undergone a medical examination, it is confirmed that you have been positively tested for an illegal drug or have a problem with alcohol or drugs, or you admit there is a problem, the Council reserves the right to suspend you from your employment to allow the Council to decide whether to deal with the matter under the terms of the Council's disciplinary procedure and/or to require you to undergo treatment and rehabilitation.
- 18.10 If you do not follow any agreed/recommended course of treatment or if it is ineffective, lapses in your performance, conduct or attendance will be dealt with in accordance with our normal procedures, as appropriate.
- 18.11 The Council reserves the right to screen you for alcohol using a standard breathalyser if a Manager believes that you are under the influence of alcohol.
- 18.12 The Council reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Council's premises.



## **19 BEREAVEMENT POLICY**

If you suffer bereavement or face some other personal emergency you should talk to the Clerk who will discuss what arrangements can be made to grant you compassionate leave. These arrangements will always be at the discretion of the Council and will depend on the circumstances of the case and the impact that any absence on your part may have on the organisation. However, the Council will be sympathetic to your need for time off (which may be paid or unpaid at our discretion) to deal with the situation and make any arrangements that may be necessary.

Once you have discussed the matter with the Clerk, the arrangements will be confirmed to you in writing. If paid time off has been granted, then the amount of time that will be paid will be clearly set out. While on compassionate leave you should wherever possible inform the Clerk of any developments that will affect your needs.

## **20 DATA PROTECTION POLICY**

### **20.1 Your personal data – what is it?**

“Personal data” is any information about a living individual which allows them to be identified from that data (for example a name, photograph, video, email address, or address). Identification can be directly using the data itself or by combining it with other information which helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a separate list of the ID numbers which give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the “GDPR”) and other legislation relating to personal data and rights such as the Human Rights Act.

### **20.2 The council works together with:**

- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies

We may need to share personal data we hold with them so that they can carry out their responsibilities to the council and our community. The organisations referred to above will sometimes be “joint data controllers”. This means we are all responsible to you for how we process your data where for example two or more data controllers are working together for a joint purpose. If there is no joint purpose or collaboration then the data controllers will be independent and will be individually responsible to you.

### **20.3 The council will comply with data protection law. This says that the personal data we hold about you must be:**

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

### **20.4 What data do we process?**

- Names, titles, and aliases, photographs.
- Start date / leaving date
- Contact details such as telephone numbers, addresses, and email addresses.
- Where they are relevant to our legal obligations, or where you provide them to us, we may process information such as gender, age, date of birth, marital status, nationality, education/work history, academic/professional qualifications, employment details, hobbies, family composition, and dependants.
- Non-financial identifiers such as passport numbers, driving licence numbers, vehicle registration numbers, taxpayer identification numbers, staff identification numbers, tax reference codes, and national insurance numbers.
- Financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers.
- Financial information such as National Insurance number, pay and pay records, tax code, tax and benefits contributions, expenses claimed.

- Other operational personal data created, obtained, or otherwise processed in the course of carrying out our activities, including but not limited to, CCTV footage, recordings of telephone conversations, IP addresses and website visit histories, logs of visitors, and logs of accidents, injuries and insurance claims.
- Next of kin and emergency contact information
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process and referral source (e.g. agency, staff referral))
- Location of employment or workplace.
- Other staff data (not covered above) including; level, performance management information, languages and proficiency; licences/certificates, immigration status; employment status; information for disciplinary and grievance proceedings; and personal biographies.
- CCTV footage and other information obtained through electronic means such as swipecard records.
- Information about your use of our information and communications systems.

## **20.5 We use your personal data for some or all of the following purposes: -**

Please note: We need all the categories of personal data in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations.

- Making a decision about your recruitment or appointment.
- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Providing any contractual benefits to you
- Liaising with your pension provider.
- Administering the contract we have entered into with you.
- Management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.
- Assessing qualifications for a particular job or task, including decisions about promotions.
- Conducting grievance or disciplinary proceedings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.
- To undertake activity consistent with our statutory functions and powers including any delegated functions.
- To maintain our own accounts and records;
- To seek your views or comments;
- To process a job application;
- To administer councillors' interests
- To provide a reference.

Our processing may also include the use of CCTV systems for monitoring purposes.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal data.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we have entered into with you.
- Where we need to comply with a legal obligation.

We may also use your personal data in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest [or for official purposes].

## **20.6 How we use sensitive personal data**

- We may process sensitive personal data relating to staff, councillors and role holders including, as appropriate:
  - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
  - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
  - in order to comply with legal requirements and obligations to third parties.
- These types of data are described in the GDPR as “Special categories of data” and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- We may process special categories of personal data in the following circumstances:
  - In limited circumstances, with your explicit written consent.
  - Where we need to carry out our legal obligations.
  - Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our pension scheme.
  - Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
- Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

## **20.7 Do we need your consent to process your sensitive personal data?**

- We do not need your consent if we use your sensitive personal data in accordance with our rights and obligations in the field of employment and social security law.
- In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.
- You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

## **20.8 Information about criminal convictions**

- We may only use personal data relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.
- Less commonly, we may use personal data relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

- We will only collect personal data about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so.

#### **20.9 What is the legal basis for processing your personal data?**

Some of our processing is necessary for compliance with a legal obligation.

We may also process data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract.

We will also process your data in order to assist you in fulfilling your role in the council including administrative support or if processing is necessary for compliance with a legal obligation.

#### **20.10 Sharing your personal data**

Your personal data will only be shared with third parties including other data controllers where it is necessary for the performance of the data controllers' tasks or where you first give us your prior consent. It is likely that we will need to share your data with:

- Our agents, suppliers and contractors. For example, we may ask a commercial provider to manage our HR/ payroll functions, or to maintain our database software;
- Other persons or organisations operating within local community.
- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies
- Professional advisors
- Trade unions or employee representatives

#### **20.11 How long do we keep your personal data?**

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.

#### **20.12 Your responsibilities**

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your working relationship with us.

#### **20.13 Your rights in connection with personal data**

You have the following rights with respect to your personal data: -

When exercising any of the rights listed below, in order to process your request, we may need to verify your identity for your security. In such cases we will need you to respond with proof of your identity before you can exercise these rights.

- **The right to access personal data we hold on you**

At any point you can contact us to request the personal data we hold on you as well as why we have that personal data, who has access to the personal data and where we obtained the personal data from.

Once we have received your request we will respond within one month.

There are no fees or charges for the first request but additional requests for the same personal data or requests which are manifestly unfounded or excessive may be subject to an administrative fee.

- **The right to correct and update the personal data we hold on you**  
If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.
- **The right to have your personal data erased**  
If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.  
When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).
- **The right to object to processing of your personal data or to restrict it to certain purposes only**  
You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.
- **The right to data portability**  
You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.
- **The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained**  
You can withdraw your consent easily by telephone, email, or by post.
- **The right to lodge a complaint with the Information Commissioner's Office.**  
You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

#### **20.14 Transfer of Data Abroad**

Any personal data transferred to countries or territories outside the European Economic Area (“EEA”) will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas.

#### **20.15 Further processing**

If we wish to use your personal data for a new purpose, not covered in this handbook, then we will provide you with a privacy notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing, if we start to use your personal data for a purpose not mentioned in this notice.

## **21 VEHICLE POLICY**

### **General**

- 21.1 You will be notified individually if you are entitled to use a Council vehicle for the better performance of your duties. Council vehicles are provided as a tool of your job [and not as a benefit]. Such entitlement is subject to the following terms and conditions of this policy. In the event of you failing to comply with the obligations under this policy, the Council shall be entitled, at its sole discretion, to withdraw or limit the use of the Council vehicle without giving any reason and without compensation.

### **Choice of vehicle**

- 21.2 The Council reserves the right to decide by what means Council vehicles will be provided (e.g. by lease or purchase).
- 21.3 The Council will determine the make and model of vehicle to be provided and reserves the right to change the make and model of such vehicle at its sole discretion.
- 21.4 The arrangements for the purchase or lease of vehicles will be for the Council to decide in the circumstances.

### **Running and Other Costs**

- 21.5 The Council will pay/arrange for Council vehicles to be comprehensively insured and taxed.
- 21.6 You are responsible for ensuring that your Council vehicle is kept clean (both inside and out) and maintained in a roadworthy condition. The Council will reimburse all reasonable servicing and maintenance costs properly incurred (excluding car valet or car wash charges) on the production of garage receipts.
- 21.7 Petrol costs incurred on the Council's business will be reimbursed and should be recovered as expenses in the normal way. Copies of garage receipts must be provided to the Council. Credit Card receipts alone will not suffice.

### **Employee Obligations**

- 21.8 Employees provided with a Council vehicle are required to comply with the following requirements, which are conditions of entitlement to the use of a Council vehicle:-
- 21.8.1 to take reasonable care of the vehicle and to keep it in a clean condition;
  - 21.8.2 to keep the vehicle in a roadworthy condition and to take appropriate action to remedy any faults;
  - 21.8.3 to report at the earliest opportunity to the Council any damage to the vehicle or any accident arising from its use, regardless of how such damage or accident occurred. Failure to do so may lead to loss of insurance cover for such damage or accident, in which event you will be liable to indemnify the Council for the loss;
  - 21.8.4 to report at the earliest opportunity any incident involving the police which arises from the use of the Council vehicle;
  - 21.8.5 to comply with the provisions and conditions of any policy of insurance relating to the vehicle and the Council's requirements in respect of assisting with insurance claims or investigations into accidents, damage or police enquiries arising from the use of the Council vehicle. You are responsible for the above matters, even if not personally driving the Council vehicle at the relevant

time. No person other than the authorised employee is allowed to drive the vehicle unless they have the written permission of the Council.

### **Accidents**

- 21.9 The Council is mindful of its rising insurance cost and considers 2 or more accidents involving the same employee in any 12-month period to be unacceptable. In such event, you will be liable to pay the Council's insurance excess for the third and subsequent accidents. If you have an accident due to your carelessness, negligence or dangerous driving such conduct will be treated as misconduct and might result in dismissal.
- 21.10 If, for whatever reason, you cease to hold a valid driving licence and are thereby unable to carry out your employment properly and effectively or attend for work (as the case may be), then in the absence of suitable alternative employment being available you may be liable to be dismissed.

### **Criminal Proceedings**

- 21.11 In the event of either you or the Council becoming involved in criminal proceedings in connection with the your use of the Council vehicle, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other similar liability connected with or arising from such criminal proceedings. In the event of the Council initially paying some of the above liabilities, you will reimburse such sums within 28 days, in default of which you agree that such sums may be deducted from your salary. These provisions also apply to you where such fines and other liabilities have been incurred by any other person who has used your vehicle.

### **Termination of Employment**

- 21.12 Where you are summarily dismissed or are not required by the Council to work out your notice period (regardless of who gave notice), you will be obliged to return the Council vehicle on the last day of work in accordance with the Council's instructions and shall not be entitled to any further use or benefit of the vehicle or to any monetary value in lieu thereof.
- 21.13 The Council may, at its sole discretion, agree to your continued use or benefit of a Council vehicle after the last day at work. Such permission will be given in writing specifying the terms and conditions of such continued use or benefit.
- 21.14 You shall inform the Council immediately if you are convicted of any offence under road traffic legislation in the United Kingdom or elsewhere. If you are disqualified from driving for any period the Council reserves the right to dismiss you, provided driving is an essential requirement of your job.

### **Use of Mobile Phones in Vehicles**

- 20.15 As part of our overall health and safety policy, the Council is committed to reducing the risks which its staff face and create when driving or riding for work. Staff driving for work must never make or receive calls on a mobile phone, whether hand-held or hands-free, while driving. To do so will be regarded as a serious matter.
- 20.16 Senior Managers must:
- 20.16.1 Lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues. They must never make or receive a call on a mobile phone while driving.
- 20.17 Line Managers must ensure that:
- 20.17.1 they also lead by personal example
- 20.17.2 they do not expect staff to answer calls when they are driving



- 20.17.3 staff understand their responsibilities not to use a hand-held or hands-free mobile phone while driving
  - 20.17.4 staff switch phones to voicemail, or switch them off, while driving, or ask a passenger to use the phone
  - 20.17.5 staff plan journeys to include rest stops which also provide opportunities to check messages and return calls
  - 20.17.6 work practices do not pressurise staff to use a mobile phone while driving
  - 20.17.7 compliance with the mobile phone policy is included in team meetings and staff appraisals and periodic checks are conducted to ensure that the policy is being followed
  - 20.17.8 they follow the Council's monitoring, reporting and investigation procedures to help learn lessons which could help improve the Council's future road safety performance
  - 20.17.9 they challenge unsafe attitudes and behaviours, encourage staff to drive safely.
- 20.18 Staff who drive for work must:
- 20.18.1 never use a hand-held or hands-free phone while driving
  - 20.18.2 plan journeys so they include rest stops when messages can be checked and calls returned
  - 20.18.3 ensure their phone is switched off and can take messages while they are driving, or allow a passenger to use the phone
  - 20.18.4 co-operate with monitoring, reporting and investigation procedures.

### **Variations**

- 20.19 The Council reserves the right, at its sole discretion, to amend or vary any of the terms of this vehicle policy from time to time.
- 20.20 In the event of such variation or amendments being made, the Council will give reasonable notice of any change.
- 20.21 Where the Council decides to change its arrangements for the supply of Council vehicles, it may be necessary to replace existing vehicles in the possession of employees with vehicles provided under the new arrangements.

## 21 WHISTLEBLOWING POLICY

### What Is Whistleblowing?

21.1 A “whistleblower” is someone who discovers something that is wrong and alerts his employer or the relevant authorities to what is going on. The law protects whistleblowers from their employer subjecting them to detriment or dismissal by reason of their having “blown the whistle” and from detrimental treatment by their colleagues. To be protected by the law, the act of whistleblowing must fall within the legal rules and the whistleblower must reasonably believe that their disclosure of wrongdoing is made in the public interest.

### Our Policy

21.2 Our business is run in accordance with the law. No employee will suffer a detriment for speaking up if they believe that something is wrong.

21.3 If you have information you believe shows any of the following:

- A criminal offence was committed or is being or is likely to be committed
- A person has or is or is likely to fail to comply with a legal obligation
- A miscarriage of justice has occurred or is or is likely to occur
- The health and safety of any individual has been or is being or is likely to be endangered
- The environment has been, is being or is likely to be damaged
- That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.

please raise your concerns immediately with the Clerk.

21.4 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.

21.5 However, you will still be protected in law if you disclose the information to the following:

- A legal adviser in the course of getting legal advice
- A Minister of the Crown
- One of the prescribed persons set out in the Public Interest Disclosure (Prescribed Persons) Order 1999 (e.g. disclosure of a danger to health and safety to the Health and Safety Executive; disclosure of fraud to the Secretary of State for Trade and Industry; disclosure of breach of tax rules to HM Revenue & Customs).

21.6 Disclosure to any other person is not generally protected except in very limited circumstances.

21.7 After you have raised a concern, we will decide how to respond in a responsible and appropriate manner. This will usually involve making internal enquiries but it may become necessary to carry out a full investigation which may be formal or informal depending on the nature of the concern raised. We will endeavour to complete investigations within a reasonable time.

21.8 We will keep you informed of progress and let you know when the investigation is completed. We will not be able to inform you of any matters which would infringe any duty of confidentiality owed to others.

- 21.9 If you use this policy to raise a concern which you reasonably believe to be in the public interest, we assure you that you will not suffer any form of retribution or detrimental treatment.
- 21.10 Any employee who criticises, bullies or victimises a fellow employee by reason of their whistleblowing will be liable to disciplinary action up to and including dismissal, depending on the seriousness of the conduct.

## **22 ANTI-BRIBERY STATEMENT**

- 22.1 The Council is committed to applying the highest standards of ethical conduct and integrity to its business activities in the UK and overseas. When acting on behalf of the Council you are responsible for maintaining the Council's reputation and for conducting business honestly and professionally.
- 22.2 The integrity and reputation of the Council depends on the honesty, fairness and integrity brought to the job by everyone associated with the Council.
- 22.3 The Council will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.
- 22.4 The Directors and senior management are committed to implementing and enforcing effective systems throughout the Council to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010.
- 22.5 The Council's Anti-Bribery procedures apply to all employees, as well as agency workers, consultants and contractors both in the UK and overseas.
- 22.6 All employees and any other individuals acting on behalf of the Council are required to familiarise themselves with and comply with the Council's Anti-Bribery Procedures.
- 22.7 A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or company to induce or influence that individual or company to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, or not in accordance with a position of trust).
- 22.8 All employees and any other person acting on behalf of the Council are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or Council in order to gain any commercial, contractual or regulatory advantage for the Council in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.
- 22.9 The Council will continue to provide bona fide hospitality to clients and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Council's anti-bribery procedures.
- 22.10 In the course of providing services to clients, or in dealings with suppliers, or any other person having similar connections to the Council, employees should under no circumstances accept money, gifts or other forms of reward with a value exceeding £10 without prior consent from the Clerk. All such reported gifts shall be recorded.
- 22.11 Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Clerk before proceeding.
- 22.12 Any breach of the Council's Anti-Bribery procedures will normally be treated as Gross Misconduct.
- 22.13 Employees should also note that bribery is a criminal offence.
- 22.14 The Council will not conduct business with third parties including clients, suppliers, agents or representatives who are not prepared to support its anti-bribery objectives.

- 22.15 The Council depends on all employees, and those acting for the organisation, to assist in the prevention of bribery. Therefore, all employees and others acting for, or on behalf of, the Council are expected to report any suspected bribery to the Council following the Council's Anti-Bribery procedures.
- 22.16 All employees will receive the support of the Council if they report of suspected bribery in good faith even if, following an investigation, it is found that no bribery took place.