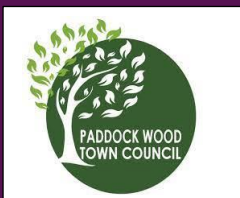




# Employee Handbook

Paddock Wood Town Council



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# Introduction

Welcome to our team. We wish you every success in your employment with us and hope you will find your experience here positive and rewarding.

This Handbook contains information, rules, policies and procedures concerning your employment and should be read in conjunction with your Statement of Main Terms of Employment ('Statement') provided to you. Additional, new or revised rules, policies and procedures may be issued at any time separate to this Handbook and it is your responsibility to observe and adhere to these.

Unless contained within your Statement or stated otherwise, the contents of this Handbook are included within your terms and conditions on a non-contractual basis. We may make changes to the contents from time to time with no advance notice.

If you have any queries or have not been provided with a Statement for any reason, you should have no hesitation in raising this matter.

## Joining our Organisation

### Induction

At the start of your employment with the Council you are required to complete an induction programme, during which all of our policies and procedures will be explained to you. Information relating to these will be given to you at the induction.

### Job Description

You will be provided with a job description relating to your role. This job description is a non-contractual document and therefore we may make amendments to it from time to time in relation to the needs of the Council.

### Performance and Review

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses. This includes an appraisal scheme which will help monitor staff performance levels with a view to maximising the effectiveness of individuals. You will be informed in advance of your appraisal dates.

### Job Flexibility

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the Council. During holiday periods etc., it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

In addition, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of the Council.

# Equality, Inclusion and Diversity

The Council is committed to the principle of equal opportunity in employment.

The terms equality, inclusion and diversity are at the heart of this policy. Equality means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. Inclusion means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. Diversity means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in the Council to reach their potential.

We value people as individuals with diverse opinions, cultures, lifestyles and circumstances. All job applicants, employees and workers, including agency workers, are covered by this policy and it applies to all areas of employment including recruitment, selection, training, career development, and promotion. These areas are monitored and policies and practices are amended if necessary to ensure that no unfair or unlawful discrimination, intentional, unintentional, direct or indirect, overt or latent exists.

Equality of opportunity, valuing diversity and compliance with the law is to the benefit of all individuals in the Council as it seeks to develop the skills and abilities of its people. While specific responsibility for eliminating discrimination and providing equality of opportunity lies with managers and supervisors, individuals at all levels have a responsibility to treat others with dignity and respect. The personal commitment of every employee to this policy and application of its principles are essential to eliminate discrimination and provide equality throughout the Council.

Management will ensure that recruitment, selection, training, development and promotion procedures result in no job applicant, employee, or worker receiving less favourable treatment because of a protected characteristic within the Equality Act 2010 which are race, including colour, nationality, ethnic or national origin and caste; religion or belief; disability; sex; sexual orientation; pregnancy or maternity; gender reassignment; marriage or civil partnership; and age. In accordance with our overarching equal treatment ethos, we will also ensure that no one is treated less favourably on account of their trade union membership or non-membership, or on the basis of being a part-time worker or fixed-term employee. The Council's objective is to ensure that individuals are selected, promoted, and otherwise treated solely on the basis of their relevant aptitudes, skills and abilities.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

Management has the primary responsibility for successfully meeting these objectives by:

- not discriminating in the course of engagement against employees, workers or job applicants;
- not inducing or attempting to induce others to practise unlawful discrimination;

- bringing to the attention of our workforce that they may be subject to action under the disciplinary procedure, or other appropriate action, for unlawful discrimination of any kind.

You can contribute by:

- not discriminating against fellow employees, workers, customers, clients, suppliers or members of the public with whom you come into contact during the course of your duties;
- not inducing or attempting to induce others to practise unlawful discrimination;
- reporting any discriminatory action to your Manager.

The successful achievement of these objectives necessitates a contribution from everyone and you have an obligation to report any act of discrimination known to you.

If you consider that you are a victim of unlawful discrimination you may raise the issue through the grievance procedure.

## Positive Work Environment

### Statement of the Policy

The Council is committed to creating a harmonious and safe working environment, which is free from harassment and bullying and in which every employee is treated with respect and dignity. The Council strives to ensure that the different experiences, abilities and skills of each individual are valued by others. Inappropriate behaviour should be challenged. It is the Council's intention to encourage everyone to behave in a proper manner at all times.

Harassment or bullying causes stress, anxiety and unhappiness to individuals, creates an unpleasant environment in which to work and may be unlawful. This can reduce efficiency and may ultimately have an impact on the way in which services are delivered to our customers. For these reasons, it is important that the Council, as an employer, and individual employees strive to achieve a working environment which is free from this type of behaviour.

You may be an individual or part of a group that receives the unwanted attention. The harassment, bullying or victimisation may be a one-off incident or it may be a series of incidents. Your dignity at work can be affected by inappropriate behaviour, which causes offence, whether it is intentional, or not.

The Council is committed to ensuring that individuals do not feel apprehensive because of their race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, age, or as a result of being subjected to any inappropriate behaviour.

All employees can expect to:

- be treated with dignity, respect and courtesy;
- be able to work, free from unfair treatment, bullying, harassment or victimisation;
- be valued for their skills, abilities and experiences.

All employees are expected to:

- familiarise themselves with the content of this policy;
- treat all employees with dignity, respect and courtesy;
- contribute towards a positive working culture;
- challenge or report unacceptable behaviour;
- be mindful of others when expressing views;
- cooperate with investigations into harassment and bullying.

Breaches of this policy will be considered unacceptable behaviour and will be treated as misconduct, which may include gross misconduct warranting dismissal. All employees must comply with this policy.

The Council is committed to dealing with any issues quickly, positively and confidentially when and if they occur.

It is important to remember that while you may make comments outside of work, for example on social networking sites, the Council may use such evidence in investigations on bullying and harassment matters.

#### Definition of Harassment

Harassment is unwanted conduct, related to a relevant characteristic set out in the Equality Act 2010 that violates a person's dignity or creates an intimidating, hostile, degrading, humiliating or offensive environment for them. The protected characteristics are race, religion or belief, disability, sex, sexual orientation, pregnancy or maternity, gender reassignment, marriage or civil partnership, and age.

Harassment may take many forms. It can range from extreme forms such as violence to less obvious actions such as persistently ignoring someone. The following, though not an exhaustive list, may constitute harassment:

- physical contact ranging from touching to serious assault;
- verbal and written harassment, including via email or letters, through jokes, teasing or banter, offensive language, gossip or slander;
- sharing inappropriate images or videos;
- using racist slang, phrases or nicknames;
- isolation, non-cooperation, or exclusion from social activities;
- intrusion by pestering, spying, or following etc.

Employees may also be subject to harassment from third parties such as clients, customers, suppliers, or the general public etc. where interaction with those third parties is a part of their role.

#### Definition of Bullying

Bullying is repeated inappropriate, offensive behaviour, which is often an abuse of power or position. It can be direct or indirect, either verbal, physical or otherwise, conducted by one or more persons against another or others in the course of employment, which could reasonably be regarded as undermining the individual's right to dignity at work.

The following examples may constitute bullying:

- threats, abuse, teasing, gossip or practical jokes;



- humiliation and ridicule either in private, at meetings or in front of customers/clients;
- name calling, banter, insults, or devaluing with reference to age or physical appearance;
- setting impossible deadlines;
- imposing excessive workloads;
- making unjustified criticisms;
- excessive monitoring;
- removing responsibilities;
- allocating menial or pointless tasks;
- withholding information;
- refusing requests for leave, holiday or training.

It should be noted that it is the impact of the behaviour which is relevant and not the motive or intent behind it.

#### Employees' Responsibilities

All employees have a responsibility to help create and maintain a working environment that respects the dignity of employees. You should be aware of the serious and genuine problems which harassment and bullying can cause, and ensure that your behaviour is beyond question and could not be considered in any way to be harassment or bullying. No one should practise or encourage such behaviour and should make it clear to all concerned that you find it unacceptable. You should also support colleagues if they are experiencing harassment or bullying and are considering making a complaint. You should alert a Manager or Supervisor to any incidents to enable the Council to deal with the matter.

#### Managerial Responsibility

Managers and supervisors have a responsibility to ensure that harassment or bullying does not occur in work areas for which they are responsible. They are committed to the elimination of bullying and harassment and must be vigilant in preventing acts wherever possible.

Managers and supervisors also have a particular duty to set a proper example by treating everyone with dignity and respect and ensure that their behaviour is beyond question.

Managers also have a responsibility to explain the Council's policy to their staff and take steps to promote it positively. They will be responsive and supportive to any member of staff who makes a complaint, provide full and clear advice on the procedure to be adopted, maintain confidentiality in all cases and ensure that there are no further problems or any victimisation after a complaint has been raised or resolved.

The Council will provide training to ensure that all managers, supervisors and other staff are fully aware of this policy and the procedures for dealing with harassment and bullying.

### Procedure for Dealing with Alleged Harassment or Bullying

Complaints can be made both formally and informally. Whichever route you decide to take, and the decision will always be yours, you will be offered guidance and assistance at every stage to help you resolve the problem as soon as possible and to stop the harassment.

If you are comfortable doing so you should, in the first instance, ask the person responsible to stop the behaviour, explaining that you feel uncomfortable in the way they are acting towards you. Speaking directly to the person at an early stage will often be sufficient to stop the behaviour. If you feel unable to do this, you may be able to ask your Manager or a colleague to do this on your behalf.

If you decide to make a formal complaint you should do so through the grievance procedure as soon as possible after the incident has occurred. All complaints will be handled in a timely and confidential manner. You will be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly. If the investigation reveals that your complaint is valid, prompt attention and action will be taken, designed to stop the behaviour immediately and prevent its recurrence. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser or bully rather than you as the victim, however, the Council will endeavour to relocate you if this is your preference.

You will be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment or bullying is a disciplinary offence.

Whilst this procedure is designed to assist genuine victims of harassment or bullying, you should be aware that if you raise complaints which are proven to be deliberately vexatious, you may become subject to proceedings under the disciplinary procedure.

### Procedure for Dealing with Alleged Harassment or Bullying from a Third Party

Any form of harassment towards you from third parties during your dealings with them will not be tolerated by the Council.

We appreciate that a decision to report harassment from a third party may be difficult, particularly if the third party is a valuable client or customer or has a long-standing business relationship with the Council. However, we encourage you to report any instance of harassment from a third party so that the Council can take appropriate action.

Any complaints about councillors' behaviour towards a member of staff should be reported to the Monitoring Officer at Tunbridge Wells Borough Council.

You should follow the procedure set out above if you experience harassment from a third party, after which a meeting with you will be arranged and an investigation undertaken.

Our action, where a complaint is substantiated, will depend on the circumstances of the case and may include:

- speaking with the harasser and warning them that any future occurrence of harassment will result in the Council withdrawing provision of its services to the harasser;
- contacting the business for whom the harasser works and making a complaint against them. We will explicitly ask for this conduct to stop and we may require that the harasser is removed from our account;
- refusing to continue to provide our services to the harasser;

- reassigning the provision of the Council's services to harasser to another employee.

## Timekeeping and Time Off

### Working Hours

Your normal hours of work are detailed in your Statement. It is your responsibility to ensure that you attend punctually for work and follow all timekeeping and absence procedures. In order to help us to maintain optimum service levels, you may be required to work additional hours from time to time. Further details are contained in your Statement.

If you are unable to attend work for any reason or are going to be late you are required to telephone your Manager as soon as reasonably practicable, stating why you are absent or late and when you expect to arrive at work.

If you have a need to leave work prior to your normal finishing time or to have time away during the normal working period, you must not leave without first obtaining permission. In such circumstances, you must report to your Manager upon returning to work.

Persistent lateness, unacceptable levels of absence and/or unauthorised absence may result in a disciplinary warning or dismissal, depending on the circumstances.

### Time off in Lieu

Time off in lieu (TOIL) may be provided at the discretion of the Council for time worked in addition to your normal hours of work.

TOIL must be taken within 3 months of being accrued unless specific agreement has been provided by your Manager. TOIL built up and not taken within the required period will be lost, unless agreed by your Manager where the circumstances are considered to be extenuating.

You must obtain your Manager's approval before taking TOIL in the same way that annual holiday is approved.

The Council reserves the right to notify you of when TOIL must be taken.

Upon termination of employment all accrued but untaken TOIL will be lost.

Providing false or inaccurate TOIL hours may result in a disciplinary warning or dismissal, depending on the circumstances.

### Appointments

You are normally expected to ensure that appointments to visit the doctor, dentist, hospital, etc. are made in your own time and outside normal working hours. In the event that this is not reasonably practicable, time off work will be permitted to attend such appointments, providing that the appointment is substantiated with an appointment card, if requested, and the timing of the appointment causes as little disruption as possible, i.e. at the beginning or end of the working day.

You are not automatically entitled to be paid for this time off, however you will be paid for the time lost at the discretion of the Council.

### Time off for Dependants

You are entitled to reasonable time off, without pay, for urgent or unexpected incidents of real need involving a dependant, who is a member of your immediate family, or someone who reasonably relies on you for help when they are ill or injured, or for making arrangements for them to be cared for in the event of illness or injury.

The entitlement to time off in such circumstances is limited to what is reasonable for you to deal with the immediate problem and to organise any longer term arrangements.

If you are unable to attend work due to unforeseen family circumstances such as the death of a dependant, breakdown of childcare arrangements, or illness of a dependant, you may be entitled to reasonable time off work.

### Compassionate Leave

In the event that a member of your immediate family dies, falls seriously ill, or is injured, you may be granted unpaid compassionate leave at the discretion of the Council. Paid compassionate leave may be granted at the discretion of the council for close family members.

The Council will give careful and sympathetic consideration to the circumstances surrounding each case, taking into account the needs of the employee and the Council.

### Adverse Weather and Public Transport Disruption

The Council recognises that there are occasions when you may have difficulty in travelling to work due to severe weather conditions or disruptions to public transport.

While the Council expects employees to make every effort to come to work, you should under no circumstances travel if it is dangerous to do so and you should have due regard for your health and safety.

### Procedure

Severe weather or disruptions to public transport may make travelling to work slower or more difficult. Where you find that your journey to work is delayed you should, where possible, contact your Manager at the earliest opportunity.

You are expected to make every effort to arrive for work on time.

If poor weather conditions or disruptions to public transport result in you arriving for work late, you may be asked to make up the time lost.

On occasions, for example in the event of road closures due to severe weather, or the total shut down of public transport, it may be impossible for you to attend work.

If unexpected weather conditions that will make travel difficult occur during the working day, employees will, at management discretion, be allowed to leave work early in order to travel home.

Certain employees may be able to work from home in such circumstances. You may only work from home if authorised to do so in advance by your Manager.

Employees who abuse the above procedure may be subject to action under the disciplinary procedure.

This policy will be applied in a spirit of common sense and reasonableness, balancing the needs of the Council, its customers, and the safety of employees.

## Jury Service

You are entitled to time off work to fulfil your obligations with regard to jury service. In the event of you being summoned to attend for jury service, you must notify management immediately on receipt of the jury summons, giving details of the dates you are required to attend court.

You may be requested to apply to the court for your jury service to be either postponed or delayed if it is considered that your absence will cause substantial injury to the Council. A failure or refusal to make such an application when requested may lead to action being taken under the Disciplinary Procedure, which may include dismissal.

If you are retained on jury service for a prolonged period you have an obligation to notify the Council and must keep in regular contact throughout this time. You must return to normal working immediately following your release from jury duties.

You are reminded to ensure that an expenses claim is submitted to the court in accordance with the available allowances for travelling, subsistence, and your financial loss.

You must give the Council a Certificate of Loss of Earnings which we will complete and return to you.

You are not entitled to payment for this time off as you can claim allowances from the court.

## Pay

### Payment

The methods of pay and payment intervals are set out in your Statement.

An itemised pay statement will be issued to you at each pay period. If at any time you have any queries you should raise them with your Manager.

On termination of employment, your final payment may be made in a different form to that stated in your Statement.

### Pay Review

Any change in your pay will be notified to you; the Council cannot guarantee that there will be an annual pay increase.

### Deductions from Pay

The Council will make deductions from your pay in certain circumstances, for example, where a deduction is legally required such as income tax and National Insurance. You will receive a form P60 on an annual basis explaining deductions made for income tax and National Insurance.

If you are overpaid for any reason, we will normally seek to deduct the amount of overpayment at your next payday. However, if the amount to be deducted would cause hardship, we may arrange for repayment over a longer period.

We may also make other deductions from pay as permitted by relevant sections in this Handbook and our other policies.

The right to deduct wages, either as a result of this clause or any other clause within your Statement or this Handbook is an express term of your contract of employment.

### Shortage of Work

In the event that the Council is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Council may temporarily:

- place you on short-time working, in which case you will be paid for those hours worked; or
- lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or
- designate you as a furloughed (or similar) worker, in accordance with the terms of any Government furlough (or similar) scheme in place from time to time, in which case during such period, if required, you agree to a reduction in your hours or will cease to carry out any work for the Council. (For this purpose you agree that the Council may adjust your hours, salary and benefits by an appropriate amount to reflect the needs of the Council at that time and ensure that it receives reimbursement of salary and benefits under the said scheme to the fullest extent possible)

The entirety of this section entitled “Shortage of work” forms part of your contractual terms and conditions.

## Holidays

### Entitlement

Your annual leave entitlement, including that relating to bank and public holidays, is detailed in your Statement.

The holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March.

New starters will accrue annual holidays on the basis of 1/12<sup>th</sup> of the annual entitlement for each month of service in the holiday year.

### Booking Holidays

This procedure makes up part of your contractual terms and conditions. All annual holidays must have prior approval and authorisation. The Council will respond as soon as possible to your request for holiday. No responsibility will be accepted for monies lost as a consequence of your failure to follow this procedure.

Requests for holidays should be submitted to your Manager with at least 1 weeks' notice if you are requesting a weeks' holiday or more.

Generally, you will only be permitted to take a maximum of 2 weeks' holiday at any one time.

Where too many employees require the same holiday period, which if granted would impair the efficiency of the Council, holidays will be granted on the basis of first come, first served. Only one member of the grounds team is permitted to be on holiday at any one time. The Town Clerk and Estates Manager may not take annual leave at the same time. The Town Clerk and Deputy Clerk may not take annual leave at the same time.

It is our policy to encourage you to take all of your holiday entitlement in the current holiday year, however a maximum of 5 days unused holiday entitlement can be carried forward into the next holiday year with the prior permission of your Manager. Any holiday carried forward must be taken by 30<sup>th</sup> June otherwise will be forfeit.

No payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.

Should you fall sick prior to or during pre-booked annual holidays there is no entitlement to take those holidays on another occasion unless the Sickness Notification Procedure has been followed and a Statement of Fitness for Work or a medical certificate is provided.

Holiday entitlement will continue to accrue during periods of Maternity, Adoption, Paternity, Shared Parental and Parental leave.

During your notice period the Council reserves the right to decide on the dates on which some or all of your outstanding holiday entitlement may be taken.

The content of these clauses does not affect your statutory holiday entitlement under the Working Time Regulations 1998 (as amended).

## Sickness

### Notification Procedure

You are required to contact your Manager prior your scheduled start time on the first day of sickness absence as soon as you know that you are not well enough to attend work. This may be a text message initially, followed by a phone call closer to your start time, to confirm why you are absent, and when you expect to return. If your absence continues, you must contact them regularly to update on your continuing absence.

You must provide the appropriate documents as referred to below at the relevant times, and complete any absence recording documentation as required on your return to work. Please note that personal contact is required at all times when contacting the Council.

Failure to notify the Council as set out may result in disciplinary action being taken.

### Notification of Infectious Diseases

You must notify the Council if you are suffering from or have symptoms of a notifiable infectious disease, e.g. mumps, measles, or food poisoning, or where you have been in close contact with someone with such an illness. Where you have been off work with this type of illness, you must contact the Council and your G.P. prior to returning to work to ensure that it is safe to do so.

### Documenting Periods of Absence

You should produce the following written evidence of absence and ensure that appropriate documents are provided for the whole of your absence:

- Self-Certificate -
  - for absence of up to and including 7 calendar days.
- Statement of Fitness for Work -
  - for absence of more than 7 calendar days; or,
  - when requested, where more than 3 periods of self-certificated absence occur in any 12 month period (this may have to be obtained at your own expense); or,
  - for absence before or following an annual or bank or public holiday.

You should forward the relevant documents and any correspondence to your Manager as soon as possible. Failure to do so may result in sick pay being delayed or withheld, and action under the Disciplinary Procedure being taken.

Where your G.P. or medical advisor has issued a Statement of Fitness for Work indicating you may be fit for some work, you must notify your Manager at the earliest opportunity so that a return to work may be considered.

The Council reserves the right to require you to undertake a medical examination by a medical practitioner and/or specialist of the Council's choice, and/or to seek a report from your G.P.

Where the Council wishes to seek a report from your G.P., you have rights under legislation. A summary of these rights is included later in this Handbook, under 'Access to Medical Reports'.

#### Activity During Sickness Absence

If you have been absent due to sickness and are found not to have been genuinely ill, you may be subject to action under the disciplinary procedure, which could include dismissal. In addition, we will take a serious view if you are found to be undertaking any activity during sickness absence which we reasonably believe is inconsistent with being incapable of work at that time despite the presence of an illness, injury or medical condition. Disciplinary action will be taken in this instance.

#### Statutory Sick Pay

Statutory Sick Pay (SSP) will be paid when you are absent from work due to sickness, provided that you have complied with the requirements and conditions attached to its payment.

#### When SSP is Payable

SSP cannot be paid for the first 3 days of sickness. Therefore, payment usually starts on the 4<sup>th</sup> day of absence and continues for as long as you are absent, up to a maximum of 28 weeks in any one period of sickness. SSP will be paid from the first day of absence where the periods are linked.

SSP is paid at the rate currently applicable, via the same method as normal earnings.

The qualifying days for Statutory Sick Pay purposes are your normal working days.

#### When SSP is not Payable

SSP is not payable in certain circumstances, the principal ones being:

- if your average weekly earnings are less than the figure set by the Government for the payment of National Insurance Contributions;
- for absence of less than 4 days (unless a linked period);
- if you have failed to follow the sickness notification procedure;
- if your employment has terminated;
- where Statutory Maternity, Adoption, Paternity or Shared Parental Pay is being paid to you;
- for days on which you do not normally work, for example if you work Monday to Friday and not at weekends, SSP will normally apply to those 5 days only.

The rules on SSP are very complex and you should not hesitate to raise any query you may have with the Council.



### Other Payments During Sickness Absence

For absence due to sickness, the Council may, at its absolute discretion, provide an additional benefit over and above any entitlement to Statutory Sick Pay (SSP). Your Statement details the remuneration to which you may be entitled during periods of sickness.

In determining eligibility for payment, any periods of paid absence occurring during the twelve months immediately preceding the first day of a further period of absence will be taken into account.

All payments made include SSP.

As with SSP, the notification procedure must be followed in order to qualify for payment.

Eligibility for sickness payment will not prevent the Council from terminating your employment prior to the expiry of the above maximum benefits.

The Council reserves the right at its discretion at any time to withdraw or amend this benefit if your absence, or that of employees generally, is excessive and to take disciplinary action where appropriate.

Where payable, sickness or industrial injury benefit must be claimed from the appropriate Government Agency and any benefit received must be notified to the Council; such benefits will be deducted from the above payments.

If you are absent because of incapability for work due to elective surgery, including cosmetic surgery, you will not be entitled to receive any sick pay from the Council other than SSP.

If you are absent because of incapability for work caused by your participation in extreme sports you will not be entitled to receive any sick pay from the Council other than SSP.

If you are absent from work due to injury or illness caused by a third party, any payments made by the Council as sickness payment will be classed as a loan. This will be repayable to the Council by you if compensation for loss of earnings is recovered from the third party.

If you are absent due to sickness during the course of disciplinary proceedings or during investigations into alleged breaches of rules, procedures or contractual obligations, you will not be entitled to payment from the Council other than SSP.

If you are on paid suspension and become unfit for work or unable to attend any necessary meetings due to sickness, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay or sickness payment from the Council other than SSP.

### Return to Work Interviews

Having regard to its duty of care to its employees, the Council may complete a return to work interview after any sickness absence. This will ensure that you are fit for work and will explore whether you anticipate any further absence relating to your illness. This will also give you an opportunity to discuss any concerns you may have regarding your illness with your Manager.

# Absence Management

The Council values good attendance and has a duty to maintain service delivery, minimise disruption and to ensure that unreasonable strain is not placed upon other employees through coping with additional workloads due to poor attendance.

There is no intention to penalise employees who are genuinely ill. However all absence must be monitored and the causes of absenteeism dealt with where possible. Obviously it is of no benefit to anyone to have genuinely sick employees struggling into work. That is not the aim of this policy. If you do have a problem, however, whether at work or home, staying away from work may not be the answer. A discussion with your line manager may help or they may be able to refer you to someone who can.

This policy does not form part of your contract and may be amended at any time. The Council may also vary the procedures set out including any time limits, as appropriate in any case.

Whilst the Council understands that there will be occasions where absences are unavoidable, it must focus on the effect that poor attendance levels have on the Council. By implementing this policy, the Council aims to strike a reasonable balance between the Council needs and the genuine needs of the employees.

The aim of this policy is to secure a fair and consistent approach wherever reasonable and practical for the positive management of attendance.

By utilising this policy, the Council can identify trends and patterns in attendance and work with the employee to understand the reason for frequent or regular absence or appointments and support them moving forward.

## Absence Trigger Points

To ensure the consistent and timely management of sickness absence across the workforce, the Council uses 'trigger points', which alert the manager that an individual's absence levels have reached a point of concern.

An attendance review meeting will be triggered if you have:

- 3 separate occasions of sickness in a rolling 12-week period
- 10 separate occasions of sickness in a rolling 12-month period
- An identified pattern of absence e.g. regular absences occur on the same day, around weekends, directly before or after a bank/public holiday or pre-booked annual leave, during school holidays or following specific work being allocated to you.

The purpose of the review is to:

- Review your attendance record
- Give you the opportunity to provide an explanation, discuss any problems or raise any concerns
- Decide whether any further action is required such as whether it is necessary to obtain your consent for a confidential medical report from your GP or refer you to Occupational Health for assessment.
- Set targets for improvements and the period in which your absence levels will be closely monitored over and warn you that if this is not achieved or sustained then formal action may be taken.

- Discuss whether you believe you need any additional support or adjustments in order to achieve the required improvements
- Discuss the way forward/next steps.

A note of the attendance review will be retained on file and you will receive a copy of your attendance action plan within an informal warning letter.

The review meeting will mark a point in time in which the Council has discussed concerns regarding your level of absence.

If your absence levels fails to improve or the improvement is not sustained then, following a further attendance review meeting with you to identify and consider any contributory factors, formal action may be considered.

### Formal Attendance Review

Where there has been insufficient improvement during the review period or the required improvement in your attendance has not been maintained, you will be invited to attend a formal attendance review meeting. You will receive reasonable notice of the meeting and be permitted to be accompanied by a work colleague or an accredited trade union representative.

The outcome of the review will be determined on a case by case basis taking into account the individual circumstances. The following is for guidance only;

- First Formal Attendance Review - a Written Warning may be issued  
The duration of the warning will be confirmed to you and will ordinarily be for a minimum period of 12 months. You will be informed of the improvement required and the timescale. If your attendance does not improve to a satisfactory standard or this is not maintained you will be invited to attend a further review meeting.
- Second Formal Attendance Review - a Final Written Warning may be issued  
The duration of the warning will be confirmed to you and will ordinarily be for a minimum period of 12 months. You will be informed of the improvement required and the timescale. If your attendance does not improve to a satisfactory standard or this is not maintained you will be invited to attend a further review meeting.
- Third Formal Attendance Review - If you already have a current final written warning on file then the review may result in Dismissal.

If the outcome results in a warning or dismissal you will receive written confirmation of the decision taken including the reasons for the decision taken. You will have the right to appeal against any formal decision taken. If you wish to appeal you should do so in writing within 5 working days of receipt of the letter confirming the decision.

### Long Term Sickness Absence

If you are absent for four or more consecutive weeks this will be deemed to be a long term sickness absence. Frequent short term periods of absence connected to an underlying medical condition may also be regarded as long term absence. The Council takes a sympathetic view about long term health problems and will provide a supportive approach to you in such circumstances. It is however important for you to maintain weekly contact with your Manager during this time.

## Welfare Meetings

If your absence continues into the consecutive 5th week a welfare meeting will be arranged between you and your Manager. A welfare meeting may be arranged prior to this at the Council's discretion. This meeting will normally be held on site or at your home. However, depending upon individual circumstances, consideration will be given to having the meeting at an alternative location as agreed by you and your Manager.

Should it be necessary to hold the meeting at your home then the privacy of other persons living at the address will be respected. For you to obtain the correct support from the Council, it would be beneficial if the meeting is held in a room without distraction.

The purpose of the meeting is to:

- Discuss the nature of your illness; whether any formal diagnosis has been made, if so when and whether you have any previous history
- Discuss how your recovery is progressing and whether there is any indication of a likely return to work date
- Discuss any concerns that you may have about your absence from work
- Review any support that can be provided to assist your return to work
- If your absence is likely to be on-going, discuss obtaining a confidential medical report
- Arrange the date of the next welfare visit (if applicable), which could be once a month, depending on the circumstances
- Answer any questions you or the Council may have regarding your absence.

## Access to Medical Reports

In certain circumstances it may be necessary for the Council to obtain a medical report from your Doctor, Specialist or Occupational Health Provider in order to establish:

- the reason for and likely duration of absence;
- when you will be able to return to work, and whether the problem will recur;
- what, if any, treatment is being prescribed;
- whether you can carry out all the duties of the job, and;
- what, if any, reasonable adjustments are recommended.

This will enable the Council to plan workloads. It is in the interests of both yourself and the Council to establish, with the benefit of expert medical opinion, your ability to work. You have certain rights under the Access to Medical Reports Act 1988.

Your Doctor, Specialist or Occupational Health Provider cannot submit the report to the Council without your consent. You may withhold consent to the report being sought or can request to see the report prior to it being forwarded to the Council.

If you indicate that you wish to see the report in advance, the Council will inform you when the Doctor, Specialist or Occupational Health Provider has been written to, and the Doctor, Specialist or Occupational Health Provider will also be notified that you wish to see the report. You then have 21 days to contact the Doctor, Specialist or Occupational Health Provider regarding arrangements to see the report.

Should you indicate that you do not wish to see the report before the Council, you still have the right to write to the Doctor, Specialist or Occupational Health Provider if the report has not been provided to the Council, and you have 21 days to contact the Doctor, Specialist or Occupational Health Provider regarding arrangements to see the report. You have the right to ask the Doctor, Specialist or Occupational Health Provider for a copy of the report for up to 6 months after it has been supplied. There may be a charge for this.

You may ask the Doctor, Specialist or Occupational Health Provider to amend any part of the report which you consider to be incorrect or misleading. If the Doctor, Specialist or Occupational Health Provider is not in agreement, you may attach a statement of your views with the report. If the Doctor, Specialist or Occupational Health Provider thinks that you or others would be harmed by the report, or any part of the report, it can be withheld from you.

No decision will be made that could affect your employment without careful consideration of all the circumstances.

Where the Council wishes to obtain a medical report, you will be asked for your written consent. Should you withhold such consent the Council will take a decision regarding your continuing employment without the benefit of medical opinion.

#### Review of Medical Report

On receipt, the medical report received from your GP, Specialist or Occupational Health practitioner will be discussed with you at a pre-arranged welfare meeting and where possible you are expected to attend such meetings. In the event that you are not able to attend, you should notify your Manager in advance so that suitable alternative arrangements can be put in place. In light of the medical report, consideration will be given as to how the Council can best support you back to work. This may include adjustments to workload / working hours to support your return to work. The Council may also examine any alternative roles that may be available and more appropriate for you in both the short and long term.

You should co-operate at all stages, including the implementation of any rehabilitation measures, as a refusal to co-operate could affect your future prospects of employment.

Where no return to work date can be identified and your long term sickness absence continues, further welfare meetings will be scheduled with you as appropriate and further confidential medical reports may be requested to obtain an updated prognosis on the health issue causing your continued incapacity for work.

#### Extended Absence

Where you are persistently off work through ill-health or long term injury or incapacity and if reasonable adjustments or alternative employment are not viable options and / or there is no likelihood of a return to work in the near future, your employment with the Council may be reviewed and the termination of your employment on grounds of medical capability may have to be considered.

No decision will be made that could affect your employment without careful consideration of all the circumstances and without:

- Full consultation with you

- Medical investigation
- Consideration of alternative employment or workplace adjustments

In advance of any decision regarding your continued employment you will be invited to attend a formal medical capability review meeting. You will receive reasonable notice of the meeting and be permitted to be accompanied by a work colleague or an accredited trade union representative.

The outcome of the review will be determined on a case by case basis taking into account the individual circumstances. If the outcome results in your dismissal you will receive written confirmation of the decision taken, including the reasons for the decision taken. You will have the right of appeal against the decision taken. If you wish to appeal you should do so in writing within 5 working days of receipt of the letter confirming the decision.

## General Terms and Conditions

### Personal Details

At the commencement of your employment you will have provided us with various personal details. You must notify the Council immediately of any change, e.g. name, address, telephone number, next of kin, bank details etc.

It is in your interest to notify us of any such changes. The Council will not be responsible for any issues arising out of your failure to notify changes in your personal details.

### Other Employment

You are required to devote the whole of your time, attention and abilities during your hours of work to your duties with the Council and may not undertake any other work during this time.

You may not, without the prior consent of the Council, which will not be unreasonably withheld, engage in any business or employment which is similar to or competitive with the Council, or which could be considered to impair your ability to act at all times in the best interests of the Council, outside your hours of work for the Council.

If you do engage in any other employment, you must notify the Council in writing of hours worked elsewhere to enable the Council to comply with its statutory obligations.

This makes up part of your contractual terms and conditions.

### Employees' Property and Lost Property

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to the clerk who will retain them whilst attempts are made to discover the owner.

### Parking

Where parking facilities have been made available to you on our premises you must ensure that you observe all of our traffic requirements e.g. speed limits, etc. To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

### Mail

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

### Buying or Selling of Goods

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

### Behaviour at Work

You should behave with civility towards fellow employees, and no rudeness will be permitted towards clients or members of the public. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the Council and shall, during normal working hours, devote the whole of your time, attention and abilities to the Council and its affairs.

Any involvement in activities which could be construed as being in competition with us is not allowed.

### Confidentiality

You must not disclose any trade secrets or other information of a confidential nature relating to the Council or its business, or in respect of any obligation of confidence which the Council owes to any third party, during or after your employment, except in the proper course of your employment or as required by law.

Any documents or tangible items which belong to the Council or which contain any confidential information must not be removed from the Council's premises at any time without proper authorisation, and must be returned to the Council upon request and, in any event, upon the termination of your employment.

If requested by the Council, all confidential information, other documents and tangible items which contain or refer to any confidential information, and which are in your possession or under your control, must be deleted or destroyed.

The above makes up part of your contractual terms and conditions.

### Clear Desks

You must clear your desk of all personal, sensitive or confidential information at the end of each working day. Files and removable media containing personal, sensitive or confidential information must be locked away securely in desk pedestals, lockers or filing cabinets at all times, other than when in use by employees. You must make all efforts to keep this information secure and to ensure it is not readily accessible to non-authorised staff. You must dispose of personal, sensitive or confidential information securely using the confidential waste bins.

### Council Property and Copyright

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and, where appropriate, our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

### Statements to the Media

When responding to approaches from the media, the Chairman of the Council should be the authorised contact with the media in consultation with the Town Clerk. The Chairman may delegate the responsibility to another Councillor if appropriate.

Please see our Press/Media policy which is available on our website for further details.

### Rights of Search

The Council wants to safeguard you and our property and equipment. To achieve this, the Council may carry out searches on its premises, including Council vehicles, if it has reasonable grounds for suspecting that you or another individual may have committed a criminal offence, or any serious breach of contract or Council rules. The Council, with consent, shall:

- search any employee (outer clothes only);
- search employee property;
- search the contents of parcels entering or leaving the premises;
- any vehicle used by an employee in the course of their employment;
- search lockers;
- search workstations including desk drawers.

Searches will be conducted in the presence of at least one witness chosen by you and the Council.

Searches of employees shall be carried out in private.

You can refuse to give consent. However, an unreasonable refusal to consent when requested may be viewed as misconduct and may lead to disciplinary action, up to and including dismissal, being taken against you.

If you refuse to be searched you will be required to remain in the presence of a Senior Manager whilst awaiting the Police.

The Council reserves the right to search your work space without prior notice to you where it has reasonable grounds to suspect you have committed a criminal offence or a breach of contract or any of its rules.

Any employee found with property that does not belong to them, and for which they cannot satisfactorily account, may be subject to the disciplinary action, up to and including dismissal. Property will be deemed to include confidential information.

## Pregnancy and Maternity Rights

You have certain statutory rights if you are pregnant. These are addressed below.

The rules on pregnancy and maternity are very complex and any query should be raised with the Council.

### Antenatal Care

You are entitled to reasonable time off work with pay to attend antenatal appointments made on the advice of a registered medical practitioner, registered midwife or registered health worker. If requested, you must provide a certificate of pregnancy and an appointment card.



### Maternity Risk Assessment

The Management of Health and Safety at Work Regulations 1999 (MHSWR) require employers to carry out suitable and sufficient risk assessments when considering the health and safety of all employees at work, and then to take steps to ensure that those risks are avoided. However, there are more specific regulations that need to be taken into account for new or expectant mothers. The purpose of an initial assessment is to identify:

- the presence of any females of potential child-bearing age (these females will usually be employees but may also be visitors, contractors (e.g. cleaners) or volunteers);
- which work activities and/or areas of the workplace may pose a risk of harm to female employees and therefore warrant a full risk assessment.

These activities, and any actions taken, should be recorded.

Employers are only required to take action specifically to protect a pregnant worker when they have been advised in writing that the employee is pregnant, has given birth in the last six months, or is breastfeeding.

### Maternity Leave

If you stop work no earlier than the 11<sup>th</sup> week before the Expected Week of Childbirth (EWC), and you meet the following conditions, you are entitled to 52 weeks' Maternity Leave. To comply, you must notify the Council in writing as soon as possible or by the 15<sup>th</sup> week before the EWC, unless that is not reasonably practicable, of the following:

- that you are pregnant, by submitting a MAT B1 form;
- the EWC;
- the date on which you intend your Ordinary Maternity Leave (OML) to start, and;
- if requested, provide medical evidence of the EWC.

The Council will confirm to you in writing the date upon which your 52 week Maternity Leave period will end.

You are legally prohibited from working during the two weeks immediately after the birth. This is known as the Compulsory Maternity Leave period and is considered part of the Maternity Leave period.

If you give birth before your intended Maternity Leave start date, your Maternity Leave will start automatically on the day after the birth of the child.

During the 52 week Maternity Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Maternity Leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early, and this is at the end of the first 26 week period known as Ordinary Maternity Leave (OML), you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks' known as Additional Maternity Leave (AML), you may be able to return to your original job, or another job which is suitable and appropriate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### Keeping in Touch (KIT) Days

During Maternity Leave, you are entitled to up to 10 Keeping in Touch (KIT) Days. These are days when you may work for the Council without bringing your Maternity Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Maternity Pay. KIT days do not act to extend your period of Maternity Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Council. For further details please refer to management.

### Holidays

Holiday entitlement will be accrued throughout your maternity leave at your normal rate. If you return to work after Maternity Leave, your holiday entitlement will continue to accrue as normal.

Annual leave can be taken either before Maternity Leave starts, at the end of your Maternity Leave, or within the annual leave year once you have returned to work, wherever possible.

You must have prior approval and authorisation for when these holidays can be taken.

### Statutory Maternity Pay (SMP)

You will receive Statutory Maternity Pay (SMP) during your Maternity Leave in accordance with the statutory provisions, provided you meet the qualifying criteria. You must therefore:

- have been continuously employed for at least 26 weeks ending with the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC);
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
- still be pregnant at the 11<sup>th</sup> week before the EWC or have given birth by that time;
- give at least 28 days' notice in writing of the date that you intend to start your maternity leave;
- provide medical evidence of the EWC.

For the first six weeks SMP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks of the pay period at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Maternity Leave period are unpaid.

## Paternity Leave and Pay

### Right to Time Off to Accompany a Pregnant Woman

If you have a qualifying relationship with an expectant mother or her expected child, you may be entitled to unpaid time off to accompany her to an antenatal appointment on up to 2 occasions, to a maximum of 6.5 hours per appointment.

The Council may allow additional time off work to attend further appointments at its absolute discretion.

For further details on this entitlement please refer to management.

### Paternity Leave

If you are eligible you may be entitled to choose to take either one week or two consecutive weeks' Paternity Leave, not odd days, if you:

- have been continuously employed for at least 26 weeks by the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC) or by the week in which an approved adoption agency matches you with a child;
- have given notice of your intention to take the leave in or before the 15<sup>th</sup> week before the EWC specifying the EWC, length of period you have chosen to take and the date you have chosen the leave to begin, and;
- take the leave within 56 days of the birth, or the date on which the child is placed for adoption, or if the child is born early, within a period from the actual date of birth up to 56 days of the first day of the EWC.

### Statutory Paternity Pay (SPP)

You will receive Statutory Paternity Pay (SPP) if you meet the qualifying criteria. You must:

- have been continuously employed for at least 26 weeks ending with the 15<sup>th</sup> week before the Expected Week of Childbirth (EWC);
- still be employed by us up to the date of the birth;
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions; and,
- have met the notification requirements set out above in relation to taking Paternity Leave.

You will be paid for this leave at the current statutory rate.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## Adoption Leave and Pay

### Adoption Appointments

If you have been notified by an approved adoption agency that a child is being or is expected to be placed with you for adoption, you may take paid time off work to attend up to 5 adoption appointments arranged or requested by the agency ahead of the placement of the child.

If you are jointly adopting a child, the primary/main adopter (i.e. the employee electing to take Adoption Leave) may take paid time off work to attend up to 5 appointments and the secondary adopter may take unpaid time off work to attend up to 2 appointments.

The purpose of the appointment must be to have contact with the child or for any other purpose connected to the adoption.

The maximum time off work permitted per appointment is 6.5 hours.

The Council may allow additional time off work to attend further appointments at its absolute discretion.

If requested, you must provide a declaration confirming the appointment is in connection with the adoption, has been arranged or requested by the adoption agency, and an appointment card.

### Adoption Leave

If you are adopting a child and you meet certain qualifying conditions you have the right to take 52 weeks' Adoption Leave.

Employees may be eligible for Adoption Leave if they:

- have been notified by an approved adoption agency that they have been matched with a child and have confirmed the placement with the agency; or,
- are or expect to be the parent of a child under a parental order; or,
- are local authority parents who are prospective adopters.

You must notify 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. Your notification should include the date on which the child is expected to be placed with you for adoption, when you wish your adoption leave to start and how much leave you wish to take. You may be asked to provide documentary evidence of the match from the adoption agency.

You may commence your Adoption Leave from the date of the placement of the child or at any time within 14 days prior to the placement. You can change the start date by giving 28 days' notice prior to the original commencement date. Adoption Leave cannot start after the date on which the child is placed with you for adoption.

The qualifying conditions are slightly different if you are adopting a child from abroad. If you are considering adopting a child from abroad please seek further information from your Manager.

During the 52 week Adoption Leave period all contractual benefits except for your pay will be maintained as if you were not absent.

If you wish to return to work before the end of the 52 week period of Adoption Leave you must give at least 8 weeks' notice of your intended date of return.

If you decide to return to work early and this is at the end of the first 26 week period known as Ordinary Adoption Leave you are entitled to return to the job you were in before your absence. If you return to work either during or at the end of the second period of 26 weeks known as Additional Adoption Leave, you may be able to return to your original job, or another job which is suitable and appropriate.

### Keeping in Touch (KIT) Days

During Adoption Leave, you are entitled to up to 10 Keeping in Touch (KIT) Days. These are days when you may work for the Council without bringing your Adoption Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 10 KIT days will have no effect on any entitlement to Statutory Adoption Pay. KIT days do not act to extend your period of Adoption Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Council. For further details please refer to management.

### Statutory Adoption Pay (SAP)

You will receive Statutory Adoption Pay (SAP) during your Adoption Leave in accordance with the statutory provisions provided you meet the qualifying criteria. You must therefore:

- have been continuously employed for at least 26 weeks ending with the date you are matched with a child;
- have average weekly earnings of not less than the figure set by the Government for the payment of National Insurance contributions;
- have met the notification requirements set out above in relation to taking Adoption Leave;
- have provided the Council with evidence of the adoption.

SAP is payable for up to 39 weeks. For the first six weeks SAP is payable at the earnings related rate, equivalent to 90% of earnings, and for the remaining 33 weeks at the statutory rate as set by the Government, or 90% of average weekly earnings if this is less than the standard rate. The final 13 weeks of the maximum Adoption Leave period are unpaid.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## Shared Parental Leave and Pay

You and your spouse, partner or child's other parent may be eligible to share up to 50 weeks' Shared Parental Leave (SPL) provided you both meet certain eligibility criteria.

SPL allows working parents to take up to 50 weeks' leave between them in order to care for their child. They may take leave at the same or different times, once the mother or primary adopter has notified their employer of their intention to end their Maternity or Adoption Leave period.

Leave can be taken in a continuous block or over a number of discontinuous periods.

You may also be eligible to receive Shared Parental Pay for the remainder of the Maternity or Adoption pay period to a maximum of 37 weeks provided you meet the qualifying criteria.

The rules on Shared Parental Leave are very complex. If you are considering requesting Shared Parental Leave you should discuss this with your Manager in order for the rules on eligibility, notification and your entitlements to be discussed in more detail.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

### Shared Parental Leave in Touch (SPLIT) days

During Shared Parental Leave, you are entitled to up to 20 Shared Parental Leave in Touch (SPLIT) days. These are days when you may work for the Council without bringing your Shared Parental Leave to an end. Work can be any work under your contract of employment and may include any training or activity undertaken with the purpose of keeping in touch in the workplace. Working up to 20 SPLIT days will have no effect on any entitlement to Statutory Shared Parental Pay. SPLIT days do not act to extend your period of Shared Parental Leave.

Any payment for these days will depend on the type of work, training or activity and will be agreed between you and the Council. For further details please refer to management.

## Parental Leave and Pay

If you are the parent or adoptive parent of a child or have or expect to have parental responsibility for a child, provided you have 1 year's continuous service with the Council, you are entitled to take up to 18 weeks' unpaid Ordinary Parental Leave for the purpose of caring for a child, up to the child's 18<sup>th</sup> birthday.

Leave must be taken in a minimum of 1 week blocks, except for where a child is disabled, then leave may be taken as single days or multiples of 1 day. Parental Leave is limited to a maximum of 4 weeks in any year for each child.

At least 21 days' notice must be provided and leave may be postponed apart from leave taken immediately after the birth or adoption, depending on the needs of the Council.

The above information is given for guidance purposes only and confers no extra rights to you beyond those provided by statute.

## Parental Bereavement Leave

### Introduction

The purpose of this policy is to set out the Council's stance on employee entitlements to Parental Bereavement Leave. The Council acknowledges that the death of a child, or a stillbirth, can be one of the most harrowing experiences of someone's life. This policy explains the rights to time off, pay during time off and other support offered.

### Eligibility

Parental Bereavement Leave is available from day one of employment. It is available to employees on the death of a child under the age of 18. You may take Parental Bereavement Leave if you fall into any one of the following categories:

- a 'natural' parent;
- an adoptive parent, and those with whom a child has been placed under the 'foster to adopt' scheme, provided the placement is ongoing;
- a 'natural' parent where the child has been adopted but a Court Order exists to allow the 'natural' parent to have contact with the child;

- an employee who is living with a child who has entered Great Britain from overseas in relation to whom has received official notification that they are eligible to adopt;
- an intended parent under a surrogacy arrangement where it was expected that a parental order would be made;
- a 'parent in fact', which is someone in whose home the child has been living for a period of at least four weeks before the death and has had day to day responsibility for the child, subject to exceptions. This category includes guardians and foster parents but does not include paid carers;
- the partner of anyone who falls into the above categories, where they live in an enduring family relationship with the child and their parent.

In addition, parents who suffer a stillbirth after 24 weeks of pregnancy are entitled to take parental bereavement leave.

### Taking Leave

A total of two weeks may be taken as Parental Bereavement Leave and you may choose to take leave as:

- a single block of one week;
- a single block of two weeks;
- two separate blocks of one week.

Leave may start on any day of the week and must be taken in whole weeks. It may be taken at any time in the 56 week period following the death.

If you have suffered a stillbirth after 24 weeks of pregnancy, you are still entitled to take your full entitlement to Maternity and Paternity Leave, provided you were eligible to take Maternity or Paternity Leave in the first place, in addition to Parental Bereavement Leave. Parental Bereavement Leave cannot be taken at the same time as Maternity or Paternity Leave.

Where more than one child dies or is stillborn, you are entitled to two weeks of Parental Bereavement Leave in relation to each child.

### Notification Requirements

#### Leave to be taken within the first 56 days of the death

You do not need to give any advance notice of taking Parental Bereavement Leave. The Council asks that you contact your manager by telephone the time you were due to start work on the day you wish leave to begin, or if this is not possible, as soon as is reasonably practicable, giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

#### Leave to be taken later than the first 56 days since the death

You need to give one week's advance notice of taking Parental Bereavement Leave to your manager by telephone giving the date of the death, the date on which leave will start and whether one or two weeks is to be taken.

### Cancelling or Changes to Dates of Leave

You can cancel a period of leave that you have already told us about, as long as the period of leave has not already started. If you wish to cancel a period of leave which was to begin within the first 56 days of the death, you can cancel it by letting us know by your normal start time on the day that leave was originally due to start.

To cancel leave which was to begin later than 56 days after the death, you should let us know no later than one week prior to the intended start date.

You can also change the start date of leave by following the notice requirements above.

### Payment during Leave

You will qualify for Statutory Parental Bereavement Pay during leave if you meet the following criteria:

- you have been continuously employed with us for at least 26 weeks by the week prior to the week in which the child dies;
- your normal average weekly earnings are not less than the lower earnings limit relevant for national insurance purposes;
- you are still employed by us on the date the child dies.

Payment will be made at the rate set by the Government each year or 90% of your average weekly earnings (whichever is lower).

In order to receive Statutory Parental Bereavement Pay, you must provide us with notice of this and the following information within 28 days, or as soon as is reasonably practicable, of the first day of parental bereavement leave:

- the child's name;
- the date of the death or stillbirth;
- a declaration that you fall into the one of the categories listed under 'Eligibility' above.

### Term and Conditions during Leave

During Parental Bereavement Leave, you remain entitled to receive your normal contractual terms and conditions of employment that you would have received had you not taken this leave, with the exception of remuneration. This will include contractual benefits, subject to the terms of these benefits.

### Right to Return

Upon your return to work, you are entitled to return to the same job, with the same terms and conditions, in which you were employed before your absence unless:

- the period of leave you have taken is more than 26 weeks when added to any other period of statutory leave including Maternity, Paternity, Adoption Leave etc. in relation to the same child; and,
- it is not reasonably practicable for you to return to the same job.

On your first day back to work, your manager will set time aside to hold an informal meeting with you to discuss any arrangements regarding your return to work and any additional support we may be able to offer you.

We would like to remind you that you have access to a 24 hour telephone counselling service and we would like to encourage you to use it if you feel like you would like to talk to someone about your loss.



## Flexible Working

All employees who have a minimum of 26 weeks' continuous service at the time of making an application are entitled to request a flexible working arrangement. A request could, for example, relate to the total number of hours worked, the times at which you work, or the place of work.

All requests for flexible working will be seriously considered but there is no automatic right to be granted a request.

Your application must be made in writing specifying that it is a statutory request. The request must be signed and dated and you should state whether you have made any previous request and, if so, when. You are limited to one statutory request in any 12 month period. You should provide details of the flexible working arrangement you are proposing, when you would like the change to take effect, and how you think any impact on the Council, your job and/or work colleagues may be dealt with.

Your request should be sent to your Manager.

You will be contacted to discuss your request as soon as is reasonably practicable. If there is likely to be an undue delay, you will be notified of this in writing.

If you are unable to make the initial date for discussion, a further date and time will be arranged. If you fail to engage in discussion on both occasions without good reason, the Council will consider your application as withdrawn.

You should be aware that if your request is accepted this will normally mean a permanent change to your terms and conditions of employment and there is no automatic right to revert to your original working arrangements at a later date. Alternatively, if the Council is unsure about the impact of your request and/or whether this may be sustainable, a temporary or trial period may be agreed.

The Council's decision in relation to your request will be confirmed in writing.

A request will only be refused for one of the following reasons:

- burden of additional costs;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- detrimental effect on ability to meet customer demand;
- insufficient work for the periods you are proposing to work;
- planned structural change to the Council.

If your request is refused, you may appeal against the decision. Your appeal must be made in writing.

You are entitled to be accompanied by a work colleague at any discussion, meeting or appeal hearing in relation to your request. Please note that the consideration period for dealing with flexible working requests, including any appeal, can take up to 3 months. Where necessary, this timeframe may be extended by mutual agreement.

Requests will be considered in the order in which they are received. Each case will be considered on its own merits taking into consideration the business case, possible impact, and the current business context.

## Standards

### Dress Code

It is a requirement of the Council that you wear clothes and footwear that are appropriate for the work that you perform and which present a neat, clean and professional appearance.

The requirements of particular faiths to wear specific types of clothing or to dress modestly will be respected so long as the item of clothing does not pose a hazard to the health and safety of employees, does not contravene any reasonable and legitimate requirements of the Council, and does not have a negative impact on any other person.

If you have any queries regarding the dress code, you should seek advice from your Manager.

### Uniform

If you have been issued with any items of uniform or attire by the Council this must be worn at all times, as appropriate whilst carrying out your working duties. The Council will replace uniforms damaged due to normal wear and tear free of charge. You will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

You agree that on termination of your employment, should you not return your uniform, or should your uniform be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Council, will be deducted from any final monies owing to you, or you will otherwise reimburse the Council.

### Wastage

We maintain a policy of minimum waste which is essential to the cost-effective and efficient running of the Council.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:

- handle machines, equipment and stock with care;
- turn off any unnecessary lighting and heating;
- keep doors closed whenever possible;
- ask for other work if your job has come to a standstill; and,
- start with the minimum of delay after arriving for work and after breaks.

The following provisions are an express written term of your contract of employment:

- any damage to vehicles, stock or property belonging to the Council or to that of customers/clients, other employees or the general public that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and,
- any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

In the event of failure to pay, the Council has the contractual right to deduct such costs from your pay.

## Anti-Bribery

### Policy Statement

The Council is committed to the prevention of bribery by those employed and associated with it and is committed to carrying out its business fairly, honestly and openly, with zero-tolerance towards bribery.

All employees have a responsibility to prevent, detect and report all instances of bribery.

### Procedure

Anyone who has concerns regarding acts or potential acts of bribery should speak to their Manager in the first instance. If for any reason you are not able to speak to your Manager, you should contact the Chairman of the Council.

All reports will be treated in confidence, however if appropriate concerns can be reported anonymously.

The Council expressly prohibits employees from offering, promising, giving, or requesting, agreeing to receive or receiving any financial or other advantage to another person or business with the intention of gaining an improper financial or other advantage.

The Council expressly prohibits the bribing of a UK or foreign public official in order to obtain or retain business or an advantage in the conduct of business.

### Hospitality and Business Gifts

Reasonable and proportionate hospitality, advertising, sponsorship and promotional or other similar business expenditure is recognised as an established and important part of doing business. However, hospitality, promotional and similar business expenditure can be used as bribes.

The Council expressly prohibits the giving and receiving of hospitality or business gifts and similar where the intention in doing so is to receive or confer an advantage in return for giving or receiving the hospitality or business gift or similar.

The following rules must be followed in relation to hospitality and business gifts:

- all offers of business gifts should be referred to and agreed to by a more senior member of management;

- business gifts should not be made without the permission of a more senior member of management;
- a record of all business gifts made and received and the reason for the gift should be retained;
- all hospitality must be proportionate and reasonable and in line with the Council's hospitality policy; guidance should be sought from a more senior member of management as to whether the planned hospitality is proportionate and reasonable;
- records should be maintained of all hospitality provided and accepted, including cost and reason for providing or accepting the hospitality;
- quid pro quo arrangements are expressly prohibited;
- cash gifts are expressly prohibited;
- the provision or acceptance of entertainment of a sexual nature is expressly prohibited;
- acceptable hospitality and entertaining may include modest meals with people with whom the Council do business, such as providing a modest lunch after a meeting, or the occasional provision of or attendance at sporting or cultural events, provided that the intention is to build business relationships rather than to receive or confer an advantage;
- the provision of small promotional gifts, such as diaries, pens or similar, will generally be regarded as acceptable;
- employees reviewing expense claims should be alert to the provision of hospitality or business gifts that may be construed as a bribe;
- all concerns should be reported.

Where you develop or seek to develop new avenues for business or new contracts, or where the nature of the business changes, you should inform your Manager of this in order that due diligence and a risk assessment of the circumstances can be undertaken.

Where a business relationship with an external party is sought or newly established, or the nature of the relationship is changed, appropriate due diligence must be exercised to ensure that there are no circumstances giving rise to a concern. That external party must also be made aware of this Anti-Bribery Policy.

The Council expressly prohibits facilitation payments of any sort. Any employee placed under pressure to make a facilitation payment should refer the matter to a more senior member of management immediately.

The Council expressly prohibits the giving of donations to political parties.

Any charitable donation must be consistent with the Council's policy on charitable giving and with the knowledge and consent of a more senior member of management.

### Penalties

The penalties for breaching the provisions of the Bribery Act 2010 include unlimited fines for the Council, imprisonment and unlimited fines for individuals.

Failure to follow these procedures may result in formal disciplinary action being taken against you, as set out in our Disciplinary Procedure.

# Data Protection

The Council is fully committed to compliance with the requirements of the Data Protection Act 2018 and all other data protection legislation currently in force. The Regulation applies to anyone processing personal data and sets out principles which should be followed and gives rights to those whose data is being processed.

To this end, the Council endorses fully and adheres to the Data Protection Principles listed below. When processing data we will ensure that it is:

- processed lawfully, fairly and in a transparent way ('lawfulness, fairness and transparency');
- processed no further than the legitimate purposes for which that data was collected ('purpose limitation');
- limited to what is necessary in relation to the purpose ('data minimisation');
- accurate and kept up to date ('accuracy');
- kept in a form which permits identification of the data subject for no longer than is necessary ('storage limitation');
- processed in a manner that ensures security of that personal data ('integrity and confidentiality');
- processed by a controller who can demonstrate compliance with the principles ('accountability').

These rights must be observed at all times when processing or using personal information. Therefore, through appropriate management and strict application of criteria and controls, the Council will:

- observe fully the conditions regarding having a lawful basis to process personal information;
- meet its legal obligations to specify the purposes for which information is used;
- collect and process appropriate information only to the extent that it is necessary to fulfil operational needs or to comply with any legal requirements;
- ensure the information held is accurate and up to date;
- ensure that the information is held for no longer than is necessary;
- ensure that the rights of people about whom information is held can be fully exercised under the Data Protection Act 2018 (i.e. the right to be informed that processing is being undertaken, to access personal information on request; to prevent processing in certain circumstances, and to correct, rectify, block or erase information that is regarded as wrong information);
- take appropriate technical and organisational security measures to safeguard personal information;
- ensure that personal information is not transferred outside the EU, to other countries or international organisations without an adequate level of protection.

## Employees' Personal Information

Throughout employment and for as long as is necessary after the termination of employment, the Council will need to process data about you. The kind of data that the Council will process includes:

- any references obtained during recruitment;
- details of terms of employment;
- payroll details;
- tax and national insurance information;
- details of job duties;
- details of health and sickness absence records;
- details of holiday records;
- information about performance;
- details of any disciplinary and grievance investigations and proceedings;
- training records;
- contact names and addresses;
- correspondence with the Council and other information that you have given the Council.

The Council believes that those records used are consistent with the employment relationship between the Council and yourself and with the data protection principles. The data the Council holds will be for management and administrative use only but the Council may, from time to time, need to disclose some data it holds about you to relevant third parties, for example where legally obliged to do so by HM Revenue & Customs, where requested to do so by yourself for the purpose of giving a reference or in relation to maintenance support, and/or the hosting of data in relation to the provision of insurance.

In some cases the Council may hold sensitive data, which is defined by the legislation as special categories of personal data, about you. For example, this could be information about health, racial or ethnic origin, criminal convictions, trade union membership, or religious beliefs. This information may be processed not only to meet the Council's legal responsibilities but, for example, for purposes of personnel management and administration, suitability for employment, and to comply with equal opportunity legislation. Since this information is considered sensitive, the processing of which may cause concern or distress, you will be asked to give express consent for this information to be processed, unless the Council has a specific legal requirement to process such data.

#### Access to Data

You may, within a period of one month of a written request, inspect and/or have a copy, subject to the requirements of the legislation, of information in your own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty. If you wish to do so you must make a written request to your Manager. The Council is entitled to change the above provisions at any time at its discretion.

#### Data Security

You are responsible for ensuring that any personal data that you hold and process as part of your job role is stored securely.

You must ensure that personal information is not disclosed orally, in writing, via web pages, or by any other means, accidentally or otherwise, to any unauthorised third party.

You should note that unauthorised disclosure may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct. Personal information should be kept in a locked filing cabinet, drawer, or safe. Electronic data should be coded, encrypted, or password protected both on a local hard drive and on a network drive that is regularly backed up. If a copy is kept on removable storage media, that media must itself be kept in a locked filing cabinet, drawer, or safe.

When travelling with a device containing personal data, you must ensure both the device and data is password protected. The device should be kept secure and, where possible, it should be locked away out of sight, for example in the boot of a car. You should avoid travelling with hard copies of personal data where there is secure electronic storage available. When it is essential to travel with hard copies of personal data this should be kept securely in a bag and where possible locked away out of sight, for example in the boot of a car.

### Notifying Breaches

A personal data breach is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or processed.

The following are examples of data breaches

- access by an unauthorised third party;
- deliberate or accidental action (or inaction) by a data controller or data processor;
- sending personal data to an incorrect recipient;
- computing devices containing personal data being lost or stolen;
- alteration of personal data without permission;
- loss of availability of personal data.

### Investigation and Notification

In the event that we become aware of a breach, or a potential breach, an investigation will be carried out. This investigation will be carried out by a senior member of staff.

We will undertake to notify the Information Commissioner of a breach which is likely to pose a risk to people's rights and freedoms without undue delay and at the latest within 72 hours of discovery. If we are unable to report in full within this timescale, we will make an initial report to the Information Commissioner, and then provide a full report in more than one instalment if so required.

We will undertake to notify the individual whose data is the subject of a breach if there is a high risk to people's rights and freedoms without undue delay and may, dependent on the circumstances, be made before the supervisory authority is notified.

### Record of Breaches

The Council records all personal data breaches regardless of whether they are notifiable or not as part of its general accountability requirement under the Data Protection Act 2018. It records the facts relating to the breach, its effects and the remedial action taken.

## IT and Communications

The Council reserves the right to access and monitor the use of all Council owned digital devices, including monitoring internet, telephone and email use. The Council also monitors access to its networks via private devices.

You must take the appropriate steps to guard against unauthorised access to, alteration, accidental loss, disclosure or destruction of data.

Under no circumstances should you divulge your password to anyone else nor should you gain access or attempt to gain access to information stored electronically which is beyond the scope of your authorised access level.

You are responsible for any activity which occurs within your accounts.

Failure to comply with any aspect of this procedure may result in a disciplinary warning or dismissal, depending on the circumstances.

Reasonable personal use of computer and telephone systems is permitted provided it does not impact on your performance.

Storage of personal files, images, software, or Apps on the Council network or devices is not permitted.

You must not use the Council internet connections or devices to access content that is illegal, pornographic, or supports hate and/or discrimination.

You must not send communications via any Council or personal device that could be deemed to be offensive.

The use of any device to photograph or film fellow employees, customers, clients, visitors, or any member of the public without their consent may breach an individual's right to privacy and could in certain circumstances constitute harassment.

This policy should be read in conjunction with all other Council policies and rules, including policies on equality and positive work environment.

As with other written communication, email is a legally binding method of communication. Other forms of communication via the internet may also be legally binding. All forms of communication whether verbal or written represent the Council and should therefore meet the standard and style expected of all communications.

Because of potential virus infection and consequent damage to the Council, you must not download or load any software into any computer via any source, including memory sticks, flash drives, pen drives, any portable memory devices, or mobile phones without the prior approval of management. Approval will only be given after virus checking.

Downloading free software or Apps is permitted where there is a valid business reason and the software or App is considered to be from a reputable source.

You must not make pirate copies of Council owned software for use by other persons either inside or outside the Council. This not only breaks Council rules, it is an illegal practice.

Council devices may contain tracking facilities. The Council may use these as follows:

- for the prevention and detection of theft of devices;
- to protect the health and safety of our employees;
- as a method of checking the accuracy of Council records, such as timesheets.



You must not tamper with any tracking facility or device. Tampering with tracking may lead to action under the Disciplinary Procedure up to and including summary dismissal.

#### Personally Issued Computer and Mobile Electronic Devices

The Council will provide you with the necessary items of equipment to aid you in carrying out your working duties.

Where a device has been issued, it is for business use only, and at all times will remain the property of the Council. A device is provided primarily to enable you to do your job. It is your responsibility therefore to ensure that the device is kept charged and switched on while you are working.

If you have been issued with a mobile phone or other device, you are responsible for the safekeeping and condition of the device at all times. You will be responsible for any cost of repair or replacement other than fair wear and tear. The Council will arrange for any repair or replacement. In the event that the device is lost or stolen the Council must be notified immediately in order to cancel the number. You agree that upon termination of your employment should you not return your device, or should your device be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Council, will be deducted from any final monies owing to you, or you will otherwise reimburse the Council.

Where you have been issued with a mobile phone or device with internet access, you should where possible connect to a secure and free Wi-Fi network in order to access the internet.

#### Personal Mobiles

You are permitted reasonable use of your personal mobile phone providing this does not interfere with the performance of your duties or cause any disruption to others.

You are not permitted under any circumstances to use your phone for the taking, recording, or sharing of images.

You must not use mobile phones whilst undertaking any task where safety is a consideration and the use of the phone might interfere with the level of concentration required to undertake the task safely.

#### Monitoring of Personal Communications

As stated above, the Council may monitor, intercept or record all communications received or made via the Council's telephone system or any other system including email and internet usage. If you wish to make a call that cannot be monitored you should discuss this with your Manager. Monitoring may be conducted by any member of management but will be for work-related purposes only. This makes up part of your contractual terms and conditions.

#### CCTV

It is brought to your attention that the Council operates CCTV for security and monitoring purposes.

The Council may view and monitor CCTV footage for work-related purposes.

This makes up part of your contractual terms and conditions.

## Social Media

The Council recognises that some employees will have personal social media accounts. Such accounts must only be used to express personal views, and care should be exercised in all cases where you are identifiable as someone employed by the Council.

In any event, you must identify yourself as an employee of the Council when referencing our products or services.

The Council requires employees using social media sites to refrain from making any comments or engage in discussions which could adversely affect the Council or the Council's reputation, or that of our customers and suppliers. It is also prohibited to breach discrimination legislation, harass or bully an employee, or damage working relationships between fellow employees.

You must not share any confidential or sensitive Council information on social networks.

You are personally responsible for all content posted on your accounts. All passwords must remain secure, and you must never leave accounts open whilst you are away from your device or computer.

You are reminded that regardless of the social network used, or privacy settings activated, everything posted on the internet has the potential to become public and widespread. All social media posts should therefore be carefully considered to ensure they fit with the image you and the Council want to share online.

Any information posted on the internet may result in disciplinary action up to and including dismissal if it breaches this policy or any other expected levels of conduct. This includes posts on a personal account with inappropriate privacy settings, posts made outside of working hours, and those posts made not using the Council computers or equipment. You may also be required to remove content created or shared by you if the Council consider such posts to be a breach of this policy.

All Council rules and policies apply in respect of social media posts. This policy therefore should be read in conjunction with all other policies, in particular your attention is drawn to the Council's policies on equality and positive work environment.

## Rules for Driving on Council Business

### [Information for Vehicle Drivers](#)

The following general rules apply if you drive on Council business. They make up part of your contractual terms and conditions.

You will need to produce your driving licence each year, or as otherwise requested, so that a copy can be kept on file. You are also required to comply with the Council's driving licence check process as and when requested, to enable the Council to check the details of your driver record held by the DVLA. You must inform the Council immediately if you are no longer entitled to drive for any reason.

The consumption of alcohol or illegal drugs prior to or during the course of driving is strictly prohibited and infringement of this rule may result in your summary dismissal.

You must ensure that the vehicle is kept in good condition. This includes keeping it clean and ensuring that the tyre pressure, lights, oil, water etc. are up to the required standard. You must not drive the vehicle in an unroadworthy condition. Any defects must be reported immediately to management. The vehicle must not be driven without the fault being rectified or prior approval given for its use.

Where any journey requires you to travel through any congestion or charge zone, you must ensure that the applicable charge has been paid prior to you travelling. You will be responsible for the payment of any charges not settled prior to travelling through a congestion or charge zone. If these sums remain unpaid the appropriate deductions may be made from your pay.

You and any passengers must wear seatbelts at all times when the vehicle is in motion.

If you incur any fines for parking or other motoring offences whilst on Council business you will be personally liable for the payment of such fines.

You must plan journeys sufficiently to ensure safe arrival. This means that enough time must be allocated for the journey, allowing for delays and rest breaks on long journeys. You must ensure that you are fit to drive and that you are not tired before setting off on long journeys.

You should check weather forecasts and road traffic conditions before setting out on journeys. In the event of adverse weather or road conditions you should carry out all necessary driver checks, and adjust your journey times or routes, or reschedule your journey if necessary.

You must pay full attention to your driving at all times and avoid distractions, which can be caused by technology such as phones, satellite navigation devices, or audio equipment, eating or drinking, or others in the car. You should familiarise yourself with the rules regarding mobile phones within this handbook.

#### Drivers Using Their Own Vehicles

Where you are required to use your own vehicle on Council business you must ensure that you hold appropriate business insurance, a valid MOT certificate (where required), and that the vehicle is taxed. You will need to produce copies of your insurance, road tax, and MOT certificate (if applicable) each year or as otherwise requested, so a copy can be kept on file. You must inform the Council immediately if you cease to have valid cover in respect of MOT, tax or insurance.

Any travelling expenses incurred in undertaking Council duties in your own motor vehicle will be reimbursed by the Council according to the number of miles travelled.

#### Drivers of Council Vehicles

The information set out below applies if you drive any kind of Council vehicle.

A vehicle is only available if you hold a current and valid driving licence.

You are reminded that the vehicle provided to you is a costly item. In order to safeguard it and to ensure it is used correctly, you must adhere to the following at all times.

As all vehicles are insured through the Council and any conviction for driving offences, driving endorsements or any fines incurred must be reported immediately. You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle.

If you are considered to be acting carelessly or recklessly in your use of the vehicle, you may be subject to action under the Disciplinary Procedure, which may involve the withdrawal of the vehicle where appropriate. If you are prosecuted or convicted of a driving offence which results in a period of disqualification, and the holding of a licence is an essential requirement of the job, this may result in your dismissal.

You must immediately report any and every accident or incident in which a vehicle in your charge becomes involved, regardless of fault and whether or not persons or property are affected.

The appropriate documentation must be carried at all times (e.g. insurance details), and you must ensure that all security devices are activated when the vehicle is left unattended.

You will be responsible for any fines incurred. If these sums remain unpaid the appropriate deductions will be made from your pay in such circumstances.

When you are travelling in any Council vehicle you must not smoke, including the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), and you must not allow others to smoke under any circumstances. The only exception will be if you are using your own vehicle on Council business and you will be the only occupant.

You must collect the vehicle from the Council's premises each day and return it to the premises at the end of the day.

You must not have modifications made or extras fitted to the vehicle without prior permission from the Council. Where the reversal of the modification or the removal of the extra would result in the value of the vehicle being less than had they not been made or fitted, then the modification and/or extra will become the property of the Council.

Upon termination of employment you must return the vehicle to the Council's premises in a clean and tidy state. If it is not returned in a satisfactory condition a charge may be made for recovery and/or valeting costs which will be deducted from any outstanding salary.

#### Use of Mobile Phones Whilst Driving

You must ensure that you have proper control of any vehicle that you are driving at all times.

It is an offence to use handheld mobile phones whilst driving. You will be liable for prosecution if you are holding a mobile phone or any other type of handheld device to send or receive any sort of data, be it voice, text or pictorial image. You are regarded to be driving if you are in charge of a vehicle with its engine running on a public road, even if the vehicle is stationary. It is therefore strictly forbidden for you to use handheld mobile phones whilst driving.

A mobile phone may only be used where there is an incoming call or an outgoing voice activated call through a hands-free device that is activated without a need to hold the phone at any time. The call should be kept to the shortest possible time and only to effect essential communications. When you need to operate the mobile phone, or make or deal with a call through the hands-free device for longer than receiving or giving a short communication, before doing so you must stop and park the vehicle where it is safe and lawful to do so and with the engine switched off. Whilst driving, you must not use the text message facility on the mobile phone, or if available through such a phone, an image facility or the internet.

You are personally responsible for the payment of any fine or fixed penalty incurred whilst in charge of the vehicle. Any conviction for driving offences, any driving endorsements or any fines incurred must be reported immediately as this may affect the Council's insurance.

You are liable for the payment of any fines or penalties incurred as a result of being caught misusing a mobile phone.

You should note carefully that a breach of the Council's rules on the use of a mobile phone whilst driving may render you liable to action under the Disciplinary Procedure, up to and including dismissal dependent upon the circumstances.

## Grievance Procedure

Where you have a grievance relating to any aspect of your employment you should have no hesitation in raising the matter informally. Your Statement details the person with whom a grievance should be raised. If you wish to make a formal grievance it must be set out in writing.

It is the Council's intention to consider all grievances as soon as possible, and a meeting will be held usually within 5 working days of you raising a grievance. The meeting will enable you to give full details of your grievance.

You are entitled to be accompanied by a fellow employee or accredited trade union official at the grievance meeting.

If your grievance is about the person to whom your Statement advises you should raise a grievance, you should raise it with a more senior member of management, or, if not possible, another member of management at the same level.

After the meeting the Manager will inform you of their decision in writing in response to the grievance. You have the right to appeal against this decision.

If you wish to appeal, you must inform the Council in writing within 5 working days. You will then be invited to attend another meeting, after which you will be informed of the final decision in writing.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

## Public Interest Disclosure (Whistleblowing)

The Council recognises that effective and honest communication is essential if concerns about breaches or failures are to be effectively dealt with and the Council's success ensured.

This policy is designed to provide guidance to all those who work with or within the Council, including casual and temporary staff, who may from time to time feel that they need to raise certain issues relating to the Council with someone in confidence.

Any person who in the public interest raises genuine concerns under this policy will not under any circumstances be subjected to any form of detriment or disadvantage as a result of having raised their concerns. The victimisation or harassment of an individual making a protected disclosure is a disciplinary offence.

This policy applies where you reasonably believe that one of the following sets of circumstances is occurring, has occurred, or may occur within the Council and that your disclosure is in the public interest:

- a criminal offence has been committed, is being committed or is likely to be committed;
- a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject;
- a miscarriage of justice has occurred, is occurring or is likely to occur;
- the health and safety of any individual has been, is being or is likely to be endangered;
- the environment has been, is being or is likely to be damaged;
- information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

It is not necessary that you prove the breach or failure that you are alleging has occurred or is likely to occur, you may simply raise a reasonable suspicion. However, you should note that you will not be protected from the consequences of making such a disclosure if, by doing so, you commit a criminal offence.

### Procedure

If you believe that any of the above practices are happening in the Council the following procedure should be followed:

- you should initially raise the issues with your Manager, who will treat the matter in confidence;
- if it is not appropriate to raise the issues with your Manager, you should raise the issue with a more senior member of management or, if not possible, another member of management at the same level;
- it is likely that an investigation will be necessary and you may be required to attend an investigatory meeting as a witness;
- at the investigation meeting you will need to explain fully the nature and extent of what you believe is the problem. You may bring a colleague to help you explain the situation more clearly if you wish.

Depending on the nature of your complaint, it may not be possible to find an immediate solution, but your concerns will be investigated as quickly as is reasonably possible, and, where possible, providing such disclosure does not breach confidentiality, you will be advised of the outcome of the investigation in due course. As a minimum you will be advised when any investigation has been completed and that appropriate action has been taken, although you may not be informed of the specific details of the action that has been taken.

Where it is necessary for your disclosure and the investigative meeting minutes to be supplied to an employee as part of the evidence supporting disciplinary action, appropriate steps will be taken to ensure that your working environment and/or working relationships are not prejudiced by the fact of the disclosure.

If you are dissatisfied with the outcome of this procedure you may raise the matter with the Chairman of the Council. If you remain dissatisfied with the outcome you have the right to express your concerns to the relevant Prescribed Person designated by the Public Interest Disclosure (Prescribed Persons) Order 2014, or any statute or statutory instrument which subsequently supersedes this legislation.

If you reasonably believe that the relevant failure as listed in any of the above practices relates wholly or mainly to the conduct of a person other than someone in the Council, or any other matter for which a person other than the Council has legal responsibility, then you should make that disclosure to that other person.

Also, you may make such a disclosure to Protect, the leading authority on public interest whistleblowing, if you consider that it has an interest in the matter and, despite the best efforts of the Council, you believe that disclosure within the Council is inappropriate or as noted previously has been unsuccessful. Disclosures made to legal advisors in the course of obtaining legal advice will be protected.

If any disclosure concerns information which you do not substantially believe is true or is made in bad faith, for instance in order to cause disruption within the Council, or indeed if the disclosure is made for personal gain, then you may become subject to action under the Disciplinary Procedure, which could include dismissal.

While the Council hopes that such disclosures will never be necessary, it also recognises that it may find itself in circumstances which are new to it. Each case will be treated on its own facts.

## Health, Safety and Hygiene

### Safety

The Council is committed to ensuring your health, safety and welfare whilst at work. If you become aware of any potential hazard or unsafe working conditions, you should have no hesitation in raising them with the Council.

You are required to take all reasonable steps to safeguard your health and safety, and that of any other person who may be affected by your actions, and to observe at all times the published health, safety and fire rules and procedures. All accidents must be reported to management and entered into the Accident Book as necessary.

### Smoke Free Workplace

It is the Council's policy that all of its workplaces are smoke-free and that you have the right to work in a smoke-free environment. Failure to adhere to this policy may result in formal disciplinary action being taken against you, as set out in the Council's Disciplinary Procedure.

You should be aware that enforcement authorities can issue penalties and fines if you are found guilty of smoking in a smoke-free place. You will be personally liable for any fine or fixed penalty imposed for non-compliance.

Smoking, including the use of electronic cigarettes (e-cigarettes) or electronic nicotine delivery systems (ENDS), is prohibited throughout the entire workplace with no exceptions.

You are only permitted to smoke during authorised breaks.

## Hygiene

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own G.P. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## Personal Protective Equipment (PPE)

Where required, the Council will provide you with PPE, which you must wear at all appropriate times whilst carrying out working duties. This equipment is issued for your own protection.

You are responsible for the safekeeping and proper use of the PPE.

If you become aware that the equipment may be faulty, it is your responsibility to immediately notify the Council in order that it may be replaced.

The Council will replace equipment damaged due to normal wear and tear free of charge and will ensure that it meets current safety standards. However, you will be responsible for the cost of replacement should replacement be necessary as a result of your own negligence.

You agree that on termination of your employment, should you not return your PPE or should your PPE be returned in an unsatisfactory condition, the cost of replacement or a proportionate amount of this, as decided by the Council, will be deducted from any final monies owing to you, or you will otherwise reimburse the Council.

Failure to follow these procedures may also, after formal investigation, lead to the Council taking action against you under the disciplinary procedure.

# Lone Working Policy

## General Policy

Lone workers are those employees who work by themselves without close or direct supervision, either in their normal working environment or where they find themselves occasionally alone in the workplace due to colleagues being out on business or on holiday.

In such circumstances, these employees have specific requirements and responsibilities to ensure their health and safety whilst working alone and therefore, this statement should be read in conjunction with the Council's Health and Safety Procedures.

The Council will ensure, so far as is reasonably practicable, that employees and self-employed contractors who are required to work alone or unsupervised are protected from risks to their health and safety. Measures will also be adopted to protect anyone else affected by solitary working.

Solitary working exposes employees and others to certain hazards. The Council's objective is either to entirely remove the risks from these hazards or, where complete elimination is not possible, to reduce them to a minimal level. The person responsible for the implementation of this policy is the Chairman of the Council, and the co-operation of management and employees is essential to its success.



All employees have a responsibility to act in such a way that they do not put themselves or their colleagues at risk. Where employees work alone, the Council places even greater trust in them to act responsibly and safely. Any breaches of that trust will be viewed very seriously and may result in disciplinary action being taken.

### Arrangements for Securing the Health and Safety of Workers

Assessments of the risks of working alone carried out under the Management of Health and Safety at Work Regulations 1999 will confirm whether the work can actually be done safely by one unaccompanied person. This will include the identification of hazards from, for example, means of access and/or egress, plant, machinery, goods, substances and environment. Particular consideration will be given to:

- the remoteness or isolation of workplaces;
- any problems of communication;
- the possibility of interference, such as violence or criminal activity from other persons;
- the nature of injury or damage to health and anticipated "worst-case" scenario.

### Information and Training

Employees and others will be given all necessary information, instruction, training and supervision to enable them to recognise the hazards and appreciate the risks involved with working alone. Employees will be required to follow the safe working procedures as devised. Information will include the provision of first aid, communication procedures and awareness of emergency procedures. All employees are required to cooperate with these efforts to ensure safe working and to report any concerns to management.

### Employees' Responsibilities

If you find yourself working alone or intend to arrange to work alone, you should advise your Manager and agree a contact strategy to ensure that should you be involved in an accident or taken ill, the Council can be alerted to a problem and arrange for assistance, for example a call at agreed intervals during the day.

You must actively participate in any necessary risk assessment, take note of any risks highlighted and carry out any actions that have been agreed during the assessment to minimise those risks.

You must ensure that you use all equipment in a safe manner, in accordance with its operating instructions and in the way you have been trained to do so.

You must notify your Manager immediately of any issues relating to health and safety that occur, and you must always follow Council procedures relating to health and safety.

If you do not have a mobile phone, you should ensure you are aware of the nearest landline telephone or arrange another means of communication.

### The Council's Responsibilities

It is our policy to:

- Carry out a suitable and sufficient risk assessment for lone working activities;
- Provide a safe system of work for staff;

- Provide appropriate information and training to all lone working staff;
- Make adequate first aid provisions for all lone working staff.

### Safe System of Work

Rules and instructions should be developed, if necessary in writing, to cover the following.

- Required ability of employees
- Suitability of equipment
- Task
- Means of communication
- Provision for treatment of injuries
- Emergency and accident procedures
- Training for safe use of specialised equipment and processes
- Supervision for trainees, young people or new recruits, who must be confirmed as competent to work alone before supervision is reduced to the level of occasional visits

### Summary Policy Statement

Working alone can bring additional risks to a work activity. The Council has developed policies and procedures to control the risks and protect employees, and employees should comply with them. Apart from employees being competent in doing the job on their own, the three most important things to be certain of are that:

- the lone worker has full knowledge of the potential hazards and risks to which they are being exposed;
- the lone worker knows what the task entails and what to do if something goes wrong;
- a suitable person knows the whereabouts of a lone worker and what they are doing.

## Alcohol and Substance Abuse

It has been proven that alcohol and substance misuse can have a detrimental effect upon your health, can adversely influence your work performance, and can adversely affect your relationships with colleagues and customers. It can also result in reduced efficiency and increased absenteeism.

The Council has a duty towards, and is concerned about the health and welfare of all employees. It is therefore Council policy to:

- promote a responsible attitude to the consumption of alcohol amongst employees;
- offer assistance to those employees who require it;
- treat alcohol and substance abuse as a health problem and arrange for employees to seek professional assistance.

The Council will treat any absence due to alcohol and substance abuse in the same way as sickness absence on the condition that you obtain professional treatment and maintain regular contact with the appropriate Occupational Health Department.

The Council will treat all relevant discussions in strict confidence.

If inadequate work performance or unacceptable behaviour, including poor work relationships, occur or persist, the matter may be dealt with under the Council's Disciplinary Procedure. Careful consideration will be given if you have acknowledged the existence of a problem and/or have agreed to obtain medical help for the condition. However, any incident which amounts to gross misconduct would be considered a dismissible offence. If you fail to complete a prescribed course of treatment or have a relapse following treatment, the matter may be dealt with under the Council's Disciplinary Procedure.

## Supporting Positive Mental Health

We understand the positive impact that healthy and engaged employees make to the success of the Council. As such, the Council pledges to provide initial and ongoing support and help for employees going through mental health problems. We wish to create an open and honest workplace where managers and employees can discuss mental health problems, and to ensure the necessary support is known and offered to employees when needed.

The Council understands the role it has in ensuring that health and safety legislation is adhered to. The Council undertakes to create a safe workplace where risks to mental health and wellbeing are limited as far as possible. Additionally, the Council understands the protection employees with a disability have against discrimination under the Equality Act 2010, including the obligation for employers to make reasonable adjustments for disabled employees.

When a Manager identifies that an employee may be suffering from a mental health problem, early intervention will be undertaken. The Manager will speak with the employee, in a series of meetings if required, and encourage the employee to speak openly and honestly about their situation. The meetings will be used to ascertain how the employee may be supported by the Council and whether any adjustments are to be made. Adjustments may be made on a temporary basis.

Meetings will be held in complete confidence, save for where information needs to be shared with HR or other managers regarding any adjustments made. The employee will be consulted regarding the detail of the information shared.

Employees are encouraged to use the confidential telephone counselling service provided via our Employee Assistance Programme for the opportunity to talk to a trained expert on any issues that are concerning them.

### [Employee Assistance Programme \(EAP\)](#)

The Council recognises that employees may face and need help with a variety of issues throughout their lives, and as part of the commitment to employee wellbeing the Council provides an Employee Assistance Programme (EAP).

Support is available on a range of issues including legal, financial, emotional, health issues and work related concerns.

Specific details of how to access the service will be provided separately.

## Employee Counselling

If you are subjected to harassment or bullying, you may seek advice, support and counselling in total confidence without any obligation to take a complaint further. An Employee Assistance Programme is available to provide advice and assistance covering the following functions:

- offering guidance on resolving problems;
- counselling as to future conduct where a problem has been resolved without recourse to formal procedures.

For further information on the support available contact your Manager.

## Disciplinary Rules

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour, whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals where they are failing to meet the required standards, and not be seen merely as a means of punishment.

It is your responsibility to familiarise yourself with the following rules and procedures. Any breaches may result in action being taken in accordance with the Disciplinary Procedure. If you have any concerns or require clarification on any issue, please raise them with management.

The Council may need to change the rules from time to time and any such changes will be notified to you as appropriate.

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the general rules and rules on gross misconduct shown in this handbook, a breach of other specific conditions, procedures or rules that are contained within this Handbook or that have otherwise been made known to you, will also result in the Disciplinary Procedure being used to deal with such matters.

## General Rules

This list is not exhaustive.

- You must conduct yourself and perform your work at all times in a manner that is in the interests of the Council. Any conduct detrimental to its interests or its relations with any third party, or damaging to its public image, shall be considered to be a breach of the Council's rules.
- You are expected to achieve and maintain a good standard of work and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- You must maintain acceptable attendance at work and timekeeping.
- You are expected to read and observe all authorised notices that are displayed by the Council.

- You are engaged on the basis that you must be prepared to undertake reasonable duties other than those for which you have been specifically engaged to ensure maximum efficiency.
- You must not make use of telephones, email or postal facilities or any other communication mode for personal purposes without the prior permission of management. You must adhere to the Council's policy with regard to the use of mobile phones and other devices.
- You are not permitted to remove material or equipment of any kind from the Council without prior permission.
- You must notify the Council immediately of any incident causing damage to property belonging to the Council (e.g. building, machinery and equipment), or to the property of fellow employees, visitors or customers/clients.
- Working time and/or the Council's material or equipment must not be used for any unauthorised work.
- You must act in accordance with the Council's working procedures.
- Personal hygiene and appearance must be of an acceptable standard.
- Visitors are not allowed onto the premises at any time without prior authority.
- An orderly and courteous manner must be maintained at all times.
- Socialising is not permitted on the premises without prior authorisation.
- You are required to submit your person or property, including vehicles, to being searched whilst on the Council's premises, or at any time at the reasonable requirement of the Council.
- You must comply with the Council's rules on no smoking, including no smoking in the Council's vehicles.
- You are required to comply with the Council's policy of not permitting the display of flags, emblems, posters, graffiti, etc. or the circulation of literature which is likely to give offence or cause apprehension among particular groups of employees.
- Unofficial references or opinions about current or ex-employees must not be made or given to third parties under any circumstances.

### Gross Misconduct

The following acts are examples of gross misconduct offences and as such may render you liable to summary dismissal without notice and without previous warnings. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Illustrative examples of offences that will normally be deemed as gross misconduct include serious instances of:

- Fighting, physical assault or dangerous horseplay.
- Serious cases of bullying, offensive, aggressive, threatening or intimidating behaviour or excessive bad language.
- Theft or misappropriation of the Council's property or property belonging to another employee, or fraud.

- Drinking alcohol or being under the influence of alcohol/drugs and/or drug abuse whilst attending work.
- Being in possession of, or dealing in illegal drugs whilst at work.
- Breach of safety rules and/or any action, which seriously endangers the health or safety of an employee or any other person whilst at work.
- Unlawful discrimination, harassment and/or bullying.
- Breach of any of the Council's policies.
- Deliberate damage to property.
- Unauthorised recording of any workplace meeting, including but not limited to disciplinary meetings.
- Deliberate refusal or wilful failure to carry out a lawful direct instruction given by management during working hours.
- Serious insubordination.

## Disciplinary Procedure

The Disciplinary Procedure does not form part of your contract of employment.

We retain discretion in respect of the Disciplinary Procedure to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

If appropriate, informal action will be taken by the Council to resolve problems relating to conduct, capability, or other circumstances.

Before considering a warning or dismissal, steps will be taken by the Council to establish the facts.

At any stage of the Disciplinary Procedure you may be suspended, on full pay, whilst investigations are carried out. Suspension is a holding measure and is not to be taken as an indication that any allegations against you will be substantiated. In the event that you become unfit for work or unable to attend any necessary meetings due to sickness during the period of suspension, the Council will review the decision to keep you on suspension and, following this review, your suspension may be lifted. If your suspension is lifted, you may no longer be entitled to full pay but will be entitled to Statutory Sick Pay in accordance with the Council's rules and procedures.

If you are prevented from attending your place of work and/or performing your job duties as a result of Police bail conditions, or because of an order or direction given by a court or relevant regulatory body, then the duration of any such period will be without pay.

If it is necessary for the Council to take action under the Disciplinary Procedure you will be issued with a written statement setting out the nature of the conduct or other circumstances that may result in a disciplinary warning or dismissal. You will only be issued with a disciplinary warning or dismissed following a formal disciplinary meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting.

Throughout the Disciplinary Procedure you will be given the opportunity to respond to any complaint before any decision on a disciplinary warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

The Council may commence the Disciplinary Procedure, depending on the circumstances, at any of the following levels:

#### **First Written warning**

A written warning will be issued and a copy placed on your personnel file for 6 months after which it will be disregarded.

#### **Second Written warning**

A second written warning will be issued and a copy placed on your personnel file for 12 months after which it will be disregarded.

#### **Final written warning**

A final written warning will be issued and a copy placed on your personnel file for 18 months after which it will be disregarded.

#### **Dismissal**

Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.

You will be entitled to appeal against any disciplinary or dismissal decision taken, such appeal being held in accordance with the Appeal Procedure, which is outlined below.

## Capability Procedure

### Introduction

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

We retain discretion in respect of the Capability Procedure to take account of your length of service and to vary the procedure accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

### Job Changes and General Capability Issues

If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.

If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on the Council or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

### Personal Circumstances and Health Issues

Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own G.P. for a medical report. Your permission is needed before we can obtain such a report and we will expect you to cooperate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

There may also be personal circumstances which prevent you from attending work, either for a prolonged period or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own G.P. for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

### Procedure

You will only be issued with a capability warning or dismissed following a formal capability meeting, at which you will have been given the right to be accompanied by a fellow employee or an accredited trade union official. You should make every effort to attend the meeting. Throughout the Capability Procedure you will be given the opportunity to respond to any concerns before any decision on a capability warning or dismissal is taken.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

The Council may commence the Capability Procedure, depending on the circumstances, at any of the following levels:

#### **Written warning**

A written warning will be issued and a copy placed on your personnel file for 12 months after which it will be disregarded.

#### **Final written warning**

A final written warning will be issued and a copy placed on your personnel file for 18 months after which it will be disregarded.

#### **Dismissal**

Dismissal may be with or without notice, depending on the circumstances, and may occur whether or not warnings have been issued.



You will be entitled to appeal against any capability or dismissal decision taken, such appeal being held in accordance with the Appeal Procedure, which is outlined below.

## Disciplinary and Capability Appeal Procedure

The Appeal Procedure does not form part of your contract of employment.

If you wish to appeal against any disciplinary or capability decision, you should apply in writing within 5 working days. You will be invited to attend a meeting and you should take all reasonable steps to attend.

After the appeal meeting you will be informed of the final decision.

You should address your appeal to the person stated in your Statement.

You will be given the opportunity to be accompanied at the meeting by a fellow employee or accredited trade union official.

It is not permissible to record, whether audio and/or visual, any meetings which take place as part of this procedure, without our express written authorisation. You should note that unauthorised recording may result in action under the Disciplinary Procedure, which may include dismissal for gross misconduct.

## Termination of Employment

### Notice of Termination

If you wish to resign, you should do so in writing giving such notice as is specified in your Statement.

If your employment is terminated by the Council, you will be entitled to receive the notice as is specified in your Statement.

### Gross Misconduct

You may be summarily dismissed without notice if there has been an act of gross misconduct. Examples are contained in the Gross Misconduct section of Disciplinary Rules above.

### Notice during Probationary Period

During a probationary period your notice period may be different, so you should refer to your Statement for this information.

### When Dismissal Notice takes Effect

If you are given notice of dismissal verbally, it is deemed to take effect immediately. If notice is sent via post, it is deemed to take effect according to the schedule below:

- sent by email – the day after the email is sent;
- sent by recorded/special delivery – two days after letter sent;
- sent by first class – three days after letter sent.

### Retirement

The Council does not operate a formal retirement policy, however when you are planning to retire we request that you provide us with 2 months' notice of your intended retirement date.

### Terminating Employment without giving Notice

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

### Return of our Property

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### Return of Vehicles

On termination of your employment you must return any Council vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

### Pay in Lieu of Notice

At the absolute discretion of the Council, payment in lieu of working notice may be made, and all benefits owing, including holidays, are paid as accrued at the actual date of termination. This is an express written term of your contract of employment.

### Garden Leave

If either you or the Council serves notice on the other to terminate your employment the Council may require you to take garden leave for all or part of the remaining period of your employment. During any period of garden leave you will continue to receive your full salary and any other contractual benefits. This is an express written term of your contract of employment.