

THETFORD TOWN COUNCIL

MINUTES OF A MEETING OF THE PERSONNEL COMMITTEE  
HELD IN THE COUNCIL CHAMBER, KING'S HOUSE, THETFORD,  
ON TUESDAY 4<sup>th</sup> FEBRUARY 2020, STARTING AT 10.00 A.M.

Present: The Mayor, Councillor B J Canham

Councillors

M P Brindle  
C Harvey  
M S Robinson (Chair)

D M Crawford  
J Hollis (V Chair)

Officer present:  
Tina Cunnell

Town Clerk

MINUTES

719/19 DECLARATIONS OF ANY DISCLOSABLE PECUNIARY INTERESTS  
None.

720/19 APOLOGIES FOR ABSENCE  
None.

721/19 MINUTES  
RESOLVED: The minutes of the Committee's meeting held on 5th November 2019, received by Council on 26th November 2019 be confirmed as a true record and signed/initialled by the Committee Chairman.

722/19 TRAINING & STAFF UPDATE  
The Town Clerk updated the following information for training:

Training Programme 2019/20

Date of Course	Course	Attendees
13 <sup>th</sup> & 20 <sup>th</sup> May	Councillor Training	B. Canham, C Barreto, J Butler, D Hodgkinson
27 <sup>th</sup> June	How to be an effective councillor	D Hodgkinson C Barreto
Online	SAGE 1,2 &3	C Ashmore
4 <sup>th</sup> September	Finance for Councillors	C Barreto, D Hodgkinson C Burnett.
5th September	VAT for local councils	T Cunnell A Yorke C Ashmore M Brindle C Barreto
17 <sup>th</sup> October	Preparing a budget and setting the precept	J James A Yorke C Ashmore J Butler B Canham
31 <sup>st</sup> October/ 5 November	Mental Health Talk	All Staff D Crawford

6 November	Writing Professional Minutes & Agendas	C Crimmen
4 <sup>th</sup> December	HR disciplinary & Grievance process	T Cunnell J Butler R Barnett D Brooks
30 <sup>th</sup> January	Staff Team Building	All Staff
6 <sup>th</sup> February	Data Protection	T Cunnell
11 <sup>th</sup> February	Law and Good Practice Council Meetings	T Cunnell
26 <sup>th</sup> February	Allotment Management	R Barnett B Canham J Hollis D Crawford
4 <sup>th</sup> April	Memorial Management	N Thompson

- Specific training requests should be sent to clerk as new financial years training programmes from providers should be received soon
- It was requested that joint staff and councillor team building should be arranged
- Councillors requested step by step IT training for the new tablets.
- Clerk briefed the upcoming changes in employment law including the following areas: Parental leave on death of a child, requesting flexible working hours, protection from redundancy on return from maternity leave, minimum wage rates and zero hour contracts.

723/19

#### PERSONNEL BUDGET REVIEW

The Town Clerk updated on the following.

Expected to exceed budget on the following:

- Waste disposal due to clearance activities on allotments, cemetery and from Carnegie, but these are short term, however next year's budget has been uplifted to reflect the extra clearance work on allotments next year.
- Electricity next year has been budgeted against forecast, so should be much more aligned with actual costs moving forward.
- Office equipment due to additional costs for photocopier (paper printed exceeding contract) and changes to IT such as setting up 365 for staff.
- There is an underspend on salaries so overall budget forecast to end year on target.

724/19

#### TO REVIEW COMMITTEE STRUCTURE

Following complaints and comments from councillors on size of committees and the number of items on agenda the following initial discussions were had.

- Size and composition of committee: VEM and ALP were considered too big, but there is no desire to restrict councillors being on any committee they wish.

- 2 hour meetings regularly exceeded due to number of items on agenda, so discussed splitting the committees into more focussed committees.
- Items not getting a full discussion due to length of meetings
- Smaller committees being more productive, however committee work was not always directly comparable.
- Would creating more committees affect staff structure
- Terms of references required for working groups that should be reviewed regularly.
- Clerk actioned to produce a new structure for consideration which splits all buildings work into one committee and splits ALP into open spaces and amenities.

725/19

#### TO REVIEW STAFF STRUCTURE

Recent staff changes have given arise to the opportunity to review staff structure and the following items were discussed.

- Public toilet cleaning, to look at contact costs as well as employment costs due to other staff being used for cover currently.
- Markets supervisor the post will be advertised in the near future separate from the cleaning hours.
- Workflow will be reviewed if committees format changed

726/19

#### COUNCILLOR EXPENSES

The committee discussed whether Thetford Town Council should approach Breckland District Council reference the payment of expenses to town councillors.

Cllr Harvey Proposed and Cllr Canham seconded that no further action should be taken on this matter.

**RESOLVED: No further action on Councillor Expenses to be taken.**

727/19

#### 20/21 OBJECTIVES

Committee discussed next year's objectives and priorities and in improving the ways in which councillors and staff interact and work together. It was decided that one overarching objective should be put forward which is:

To explore new ways of councillors and staff working together to improve project and committee collaboration.

728/19

#### CO-OPTION POLICY

Committee discussed the following items:

- Last year's co-option process and why it was unsuccessful
- Should abstentions carry an equal weight in policy
- Would a majority of votes cast change outcome, or would it just mean abstention would vote differently?
- Still some strong objections to the idea of co-option.

Cllr Harvey proposed and Councillor Canham seconded recommending co-option policy to full council with the amendment of changing absolute majority to a simple majority of votes cast.

**Recommendation: Full Council adopt co-option policy with the amendment that the absolute majority is changed to a majority of votes cast.**

729/19

STAFF HANDBOOK

The Town Clerk asked Councillors to review the Staff Handbook. After a discussion:

**RECOMMENDATION: That Thetford Town Council adopt the Staff Handbook.**

730/19

EXCLUSION OF PRESS AND PUBLIC

To consider resolving that, pursuant to the Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded for any remaining items of business on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be discussed.

731/19

STAFF MATTERS

The Town Clerk reported that a member of staff dismissed for Gross Misconduct in December.

Discussed progress of apprenticeship.

Chairman.

**THETFORD TOWN COUNCIL**

**Employee Handbook**

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# INTRODUCTION & GENERAL PRACTICE

## 1. DEFINITIONS

In this handbook the following words and expressions shall have the following meanings unless the context otherwise requires. The “Council”, the “Authority” and the “Council” means Thetford Town Council. The Council may also be referred to as “us”, “our” and “we”. The Employee may be referred to as “you”.

## 2. FOREWORD

As an employee, you play an important part in the continuing success of the Council.

We know that, as an employee, you will have a lot of important questions about your obligations and rights. We have produced this handbook to assist you in resolving and understanding the answers to your questions. Please read it carefully, keep it for future reference and, if you do not understand any of it, do not hesitate to ask your line manager for further explanations.

In addition to the general conditions described within this handbook, which apply to all employees of the Council, there may be other special conditions applying to you individually, or to your place of employment. These will be explained to you in your individual Statement of Main Terms and Conditions of Employment, which should be read in conjunction with this handbook.

The policies and procedures that make up this handbook do not form part of your terms and conditions, unless it is expressly stated that this is so. The content of the handbook will be reviewed regularly and may change in line with employment legislation and best practice.

It is necessary for the Council to have clear rules and standards so that it can operate smoothly and so that employees are treated fairly and consistently.

In general employees are expected to behave with respect and civility towards fellow employees, Councillors, partner organisations, and service providers.

All employees are expected to use their best endeavours to promote the interests of the Council and shall, during their normal working hours, devote the whole of their time, attention and abilities to its affairs.

## 3. OUR AIMS

Our aims are to deliver services in our community, going the extra mile to ensure that the Council’s reputation is maintained. We regard our staff to be our greatest asset and seek to be a supportive and forward thinking employer, providing training and prospects for all our employees.

We expect all our employees to work together as a team, to respect each other’s skills and abilities and to learn from each other. We look forward to your valuable contribution towards our continued success.

## 4. OUR COMMITMENT TO THE ENVIRONMENT

Like most organisations, we are conscious of the potential impact we can have on the environment. We are continually striving to improve the way we operate to make sure our ecological footprint is as small as practicable.

## **5. COUNCIL PROPERTY**

Use of Council's property for any purpose other than normally defined duties is not permitted. You must not take away any Council property unless you have received prior approval from your line manager or the Town Clerk in writing. All property must be returned to the Council on termination of employment.

Each employee is responsible for the security of any Council property entrusted to them overnight or for any length of time.

## **6. APPEARANCE**

The Council does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work. The Council operates a business/smart casual dress code, you are required to be neat, clean and well-groomed while at work, whether they are working on the Council's premises or elsewhere.

Employees who are required to wear a uniform must ensure that it is clean and worn in a presentable fashion. Uniforms must not be altered in any way without the Council's permission. Any item of uniform is the property of the Council and must be returned at the end of employment in good condition (fair wear and tear excepted). Employees in roles that require protective clothing (for example hard hats, masks and gloves) are required to wear this clothing while carrying out their duties whenever required by law or by the Council's internal rules.

## **7. KEYS**

You must take all necessary steps to ensure that if issued with Council keys, you do not let another person take control of them unless that person is a member of senior management. If you lose any Council key you should immediately report this fact to the Town Clerk.

## **8. PERSONAL BELONGINGS**

It is your responsibility to safeguard and protect your personal belongings at all times. If you do not have a secure area to store personal belongings it is your responsibility to inform us so that we can address the situation. The Council will not be responsible for belongings that could have been secured, but were not due to your action or inaction.

## **9. PARKING**

Parking is provided for employees. The Council is not responsible for the security of personal vehicles and accepts no liability should your vehicle be damaged, stolen or lost or in the event that personal possessions are stolen from it.

## **10. DISCLOSURE OF INFORMATION**

You should not directly or indirectly disclose to any unauthorised person any knowledge or information relating to the Council's business, or the business of any of



the Council's customers, without first obtaining permission in writing from the Council. This obligation extends to employees working from home, who should take all reasonable steps to ensure that any information removed from the Council's premises (whatever the format, electronic or otherwise) is kept confidential.

You will not use for your own purposes or profit any information acquired in the course of your employment relating to the Council or its customers.

Unauthorised use of Council information, whether in computerised or any other format, may lead to disciplinary action. In the case of computerised information, hacking will be considered a dismissible offence.

You are expected to ensure that all IT equipment is kept secure by use of passwords, locking away laptops at night and similar methods.

You should also be careful not to discuss the affairs of the Council in places where conversations may be overheard, such as trains and public rooms in hotels, nor to leave or expose files in places where they might be seen by the public.

You must not publish any literature, deliver any lecture or make any communication to the media (including the press, radio, television or the internet) relating to the Council's business or to any matters to which the Council may be concerned without the prior written authority of the Town Clerk.

These rules extend to any social media account that the employee may use. To ensure the protection of confidential information on social media sites, any account which is used by the employee for work purposes must be set up with your work contact details and any such login details must be disclosed to the Town Clerk when reasonably requested to do so.

## **12. PERSONAL CORRESPONDENCE AND TELEPHONE CALLS**

The Council's address should not be used for correspondence of a personal nature, as responsibility for delivery cannot be accepted and all correspondence is liable to be opened as part of the Council's mail. Outgoing personal mail may be sent through the post room but must be already stamped.

## **13. POLITICAL NEUTRALITY**

Employees serve the authority as a whole. It follows that they must serve all Councillors equally, and must ensure that the individual rights of all Councillors are respected.

Subject to the Council's conventions, employees may also be required to advise political groups. They must do so in ways which do not compromise their political neutrality.

Employees, whether or not politically restricted, must follow every lawful expressed policy of the authority and must not allow their own personal or political opinions to interfere with their work.

## **14. RELATIONSHIPS - COUNCILLORS**

Employees are responsible to the Council as a whole. For some, their role is to give advice to Councillors and managers and all are there to carry out the authority's work. Mutual respect between employees and Councillors is essential to good local

government. Close personal familiarity between employees and individual Councillors can damage the relationship and prove embarrassing to other employees and Councillors and should therefore be avoided. Further information and guidance can be found within the Council's Code of Conduct.

## **15. THE LOCAL COMMUNITY AND SERVICE USERS**

Employees should always remember their responsibilities to the community they serve and ensure courteous, efficient and impartial service delivery to all groups and individual within that community as defined by the policies of the authority.

## **16. CONTRACTORS**

All relationships of a business or private nature with external contractors, or potential contractors, should be made known to the Town Clerk. Orders and contracts must be awarded on merit, by fair competition against other tenders, and no special favour should be shown to businesses run by, for example, friends, partners or relatives in the tendering process. No part of the local community should be discriminated against.

Employees who engage or supervise contractors or have any other official relationship with contractors and have previously had or currently have a relationship in a private or domestic capacity with contractors, should declare that relationship to the Town Clerk.

## **17. APPOINTMENTS AND OTHER EMPLOYMENT MATTERS**

Employees involved in appointments should ensure that these are made on the basis of merit. In order to avoid any possible accusation of bias, employees should not be involved in an appointment where they are related to an applicant, or have a close personal relationship outside work with him or her.

Similarly, employees should not be involved in decisions relating to discipline, promotion or pay adjustments for any other employee who is a relative, partner etc.

## **18. PERSONAL INTERESTS**

Employees must declare to the Council or an appropriate officer any financial interests which could conflict with the Council's interests. Employees should also declare to an appropriate officer membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership or conduct.

## **19. SEPARATION OF ROLES - TENDERING**

Employees involved with tendering processes must exercise fairness and impartiality when dealing with all customers, suppliers, other contractors and sub-contractors.

Employees who are privy to confidential information on tenders or costs for either internal or external contractors should not disclose that information to any unauthorised party or organisation.

Employees should ensure that no special favour is shown to current or recent former employees or their partners, close relatives or associates in awarding contracts to businesses run by them or employing them in a senior or relevant managerial capacity.

## **20. USE OF FINANCIAL RESOURCES**

Employees must ensure that they use public funds entrusted to them in a responsible and lawful manner. They should strive to ensure value for money to the local community at all times.

# **POLICIES & PROCEDURES**

## **1. INDUCTION POLICY**

### **1.1 Introduction**

The Council will provide all new permanent and temporary employees, whether employed on a full-time or part-time basis, with a programme of induction training.

The purpose of induction is to integrate a new employee into the Council so that they are encouraged to become an effective and motivated member of the team. Effective induction is a major contributory factor in retaining newly appointed staff.

### **1.2 Induction programme**

An effective induction programme is not a one-off event but takes place over a period of some weeks and is an ongoing process to ensure that the new employee settles well into the Council and is confident carrying out the full scope of their duties. Essential information should be supplied to the new employee in a planned and systematic way to avoid information overload and to ensure that they are able to absorb it.

Although all new employees should be supplied with the core information set out under the induction checklist, the design and content of the induction programme will depend on factors such as the new employee's role, level of responsibility and previous work experience. Managers should therefore be prepared to vary the induction programme to suit the particular needs of the new employee and the role specification.

The induction programme should involve input from the managers and work colleagues who are best placed to supply the new employee with the full range of relevant information and assistance.

### **1.3 Induction checklist**

The manager should provide a newly appointed employee with a range of information and training about the Council and their new job, including guidance on:

- core business objectives and values;

- the workplace;
- the purpose and key responsibilities of the new role;
- fire and health and safety procedures;
- the individuals with whom they will be working;
- expected standards of behaviour and performance;
- probationary arrangements;
- completion of all necessary documentation relating to the appointment; and
- all policies, procedures and rules, including those concerning equal opportunities and data protection.

DRAFT

## **2. DISCIPLINARY POLICY AND PROCEDURE**

### **2.1 Introduction**

**Thetford Town Council** aims to ensure that there will be a fair, systematic and consistent approach in the enforcement of standards of conduct and performance in the workplace. By adhering to this Disciplinary Policy, which has been aligned to the ACAS Disciplinary Code of Practice, the Council endeavours to resolve all matters quickly, efficiently, fairly and as near as possible to the point of origin. This procedure will not form part of an employee's contract of employment and may be disposed, amended or substituted at any time.

This policy applies to Employee's of the Council. The policy therefore does not apply to volunteers, contractors or those who are self-employed.

All employees are expected to maintain a reasonable standard of conduct and performance at all times. Where this does not occur, the Council reserves the right to commence disciplinary proceedings.

Employees will not usually be dismissed for a first act of misconduct except in cases regarded as gross misconduct, which will normally result in summary dismissal. The penalty for gross misconduct will normally be dismissal without notice and without pay in lieu of notice. Examples of misconduct/gross misconduct are provided below.

The Council reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee

### **2.2 Policy Objectives**

In the event of disciplinary proceedings, the purpose of the policy is to:

- support the effective and efficient running of the Council by maintaining reasonable standards of performance and conduct;
- ensure consistency and fairness of approach;
- ensure that employees understand both the process and the potential outcomes of any disciplinary proceedings.

### **2.3 Informal Discussions**

Wherever possible, management will attempt to resolve on-going issues and concerns through informal discussions. However the Council accepts that some disciplinary offences, for example those that may be deemed to be acts of gross misconduct, will not be resolved informally.

### **2.4 Stage 1 – Investigation**

Whenever disciplinary action is contemplated, the relevant manager (or Investigating Officer) will make a reasonable investigation of the circumstances first. This will normally involve the employee being interviewed, being advised of what is being alleged against him/her, and being advised of any rights under the procedure, including the right to be accompanied.

There may be instances where suspension with pay is necessary while investigations are carried out. The Council has the right to suspend with pay where there are reasonable grounds for concern that evidence may be tampered with, destroyed or witnesses pressurised before the disciplinary hearing, or if there is a potential risk to the business or other employees or third parties in allowing the employee to remain at work. The employee will be expected to co-operate fully with the proceedings and, where they do not, the Council will reserve the right to convert the suspension with pay to that without pay. The reason and details of the suspension will be confirmed to the employee in writing. Suspending an employee does not mean the Council believes the employee to be guilty of the misconduct.

Depending on the circumstances of the case, the employee may be invited to attend an investigatory interview. If such an interview is held prior to a disciplinary hearing, the employee will be informed at the outset that the interview is an investigatory interview. There is no right for employees to be accompanied at a formal investigatory interview. The Council reserves the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

## **2.5 Stage 2 – Disciplinary Hearing**

Where there are reasonable grounds to believe that an employee has committed an act of misconduct, the employee will be invited to attend a disciplinary hearing. The employee will be informed of the nature of the complaint against them in writing, and will be provided with the opportunity to fully state their case, including any mitigating circumstances, before any decision is made. The purpose of the hearing is to establish all relevant facts in respect of the alleged complaint against the employee, to present the evidence supporting this and to provide the employee with the opportunity to challenge and refute the evidence.

The council will give the employee a suitable period of notice and where possible at least two working days' advance written notice of the hearing in order to allow the employee to prepare for the hearing, where possible, along with the date, time and place and who will be present. A disciplinary hearing will normally be conducted by a more senior Manager. Where necessary an HR Officer/external HR Consultant may be instructed to support this process. Any member of management responsible for the investigation of the disciplinary offence(s) shall not be involved in the Disciplinary hearing.

The Council will provide to the employee all relevant information/evidence, where it is relevant and appropriate to do so, (which should include statements taken from any fellow employees or other persons that the Council intends to rely upon against the employee) not less than two working days in advance of the hearing, where possible.

The employee will be entitled to be given a full explanation of the case against him/her, and to set out his/her case, and answer any allegations. Both the employer and the employee are entitled to call witnesses where this is relevant, but must give reasonable notice to the other party of who will be attending and provide any written statements in advance.

The Council may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with their

fellow worker, friend, relative or trade union official, to consider the new information prior to the reconvening of the disciplinary proceedings.

At the end of this hearing, the Council will, usually adjourn, to reflect on all matters raised. As soon as possible after the conclusion of the disciplinary proceedings, the Council will convey the decision of the panel to the employee and will also inform the employee what disciplinary action, if any, is to be taken. The decision will be confirmed in writing. The employee will be notified of their right of appeal under this procedure.

Where the employee is unable to attend a disciplinary hearing they should inform the Council and provide a good reason for failing to attend, where this is the case the hearing will be adjourned to another day. Unless there are special circumstances mitigating against it, if the employee is unable to attend the rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's fellow worker or trade union official may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

## **2.6 Role of Companion**

Employees have the right to be accompanied by a colleague or trade union representative at all stages of the procedure, and are expected to inform the employer in advance if a companion will be attending.

The employee's chosen companion has the right to address the hearing to put forward the employee's case, sum up the case and respond on the employee's behalf to any view expressed at the hearing. The companion may also confer with the employee during the hearing. However, the Council will not permit the companion to answer questions on behalf of the employee, or to address the hearing where the employee indicates that he/she does not wish this.

Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that the employee proposes an alternative time within five working days of the scheduled date.

## **2.7 Potential Outcomes of a Disciplinary Hearing**

There are five possible outcomes of a disciplinary hearing:

1. no action
2. verbal warning;

*Where a minor offence or offences have been committed*

3. first written warning;

*Where a more serious disciplinary offence has been committed or further minor offences have been committed by an employee, and/or this is following a recorded verbal warning that remains "live"*

4. final written warning;

*Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the Council decides, after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or where an employee commits further disciplinary offences and/or after a first written warning has been issued and remains "live".*

5. dismissal.

*Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) or no significant improvement has been made, following a final written warning, the employee may be dismissed with notice or with pay in lieu of notice.*

*Where the Council establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed. In such instances, the Council will set down in writing the nature of the alleged misconduct that has led to the dismissal, the effective date of dismissal and reaffirm the employee's right to appeal against the decision.*

A warning will normally state:

- why it was given;
- what improvement is required and, if appropriate, over what period;
- what action will be taken if there is not the required improvement in performance/conduct, or the action if a particular reoccurrence should happen;
- how long it will be kept on file.

A report of the warning(s) will be entered in the employee's personnel file detailing the nature of the breach of disciplinary rules, of the action taken and reasons for it, the date action is taken, whether an appeal is lodged, its outcome, and any subsequent developments.

Warnings will be disregarded after a period of satisfactory conduct/performance, which is set by management. The set period will be dependent upon the severity of the breach.

## **2.8 Alternatives to Dismissal**

Where a final warning is given to an employee the Council may also impose on the employee:

- demotion;
- transfer to a different job/department.

The above sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

## **2.9 Stage 3 – Appeal**



Any employee has the right to appeal against any disciplinary action taken against them. This must be sent in writing to the Town Clerk within five working days of the disciplinary sanction being imposed against them.

When lodging an appeal, the employee should state:

- the grounds of appeal;
- whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

Appeal hearings will normally take place within 14 days of receipt of the employee's written notice of appeal. Appeals will be heard by a manager who was not involved in the original disciplinary action.

Upon completion of the appeal, the panel conducting the hearing will convey their decision to the employee. The decision will be confirmed in writing within one week. The Council's decision at the appeal is final.

## **2.10 Notes**

The time schedule in this procedure will be subject to individual commitments and may be extended by mutual agreement of both parties.

The Council reserves the right to engage an independent equivalent to conduct any of the stages above, where management are not able to do so for any reason.

## **2.11 Confidentiality**

Proceedings in investigations, disciplinary interviews/hearings and appeal hearings shall remain strictly confidential.

## **2.12 Examples of 'Gross Misconduct' include but are not limited to;**

- theft of Council, customer's, or another employee's property;
- unauthorised removal of Council, customer's, or another employee's property from Council or customer's property or sites;
- vandalism to Council, customer's, or another employee's property;
- fighting, provoking or instigating a fight on Council premises or whilst working for the Council;
- incapacity at work due to intoxicants or non-prescribed drugs;
- gross negligence;
- possession of an offensive weapon on Council premises or whilst working for the Council;
- disclosing or attempting to disclose confidential Council information to competitors or potential competitors;
- violation of safety rules, or disregarding safety of themselves or others;
- disclosing information in bad faith or to intentionally disrupt the Council etc;
- falsification of any document e.g. time sheet or attendance record;

- wilful refusal to comply with a lawful and reasonable management request;
- discrimination, harassment or bullying whilst working for the Council;
- sexual misconduct at work;
- bribery offences under the Bribery Act 2010.

### **2.13 Examples of 'misconduct' include but are not limited to;**

- persistent bad timekeeping;
- minor damage to the Council's property;
- failure to observe the Council's procedures;
- abusive or provocative behaviour;
- poor standards of work or inadequate attention to work;
- sleeping on the Council's premises, either during or out of office hours;
- excessive use of the mobile phone in working hours, where it is not work related;
- unreasonable refusal to follow an instruction issued by a manager or supervisor;
- poor attendance (including due to sickness absence);
- smoking (or use of an e-cigarette) in non-designated areas of the Council's premises or breach of the Council's smoking policy; and

### **2.14 Examples of behaviour or events that normally be misconduct, depending upon the circumstances, may be serious enough to be gross misconduct;**

- verbal abuse to customers, colleagues or management;
- misuse of Council or customer's property;
- absence from the job without reasonable cause or permission;
- frequent lateness and/or absence;
- performance that is considered to be consistently unsatisfactory;
- disregard or abuse of any Council policy;
- contravention of any of the Council's policies for the time being in force which is not considered to be serious enough to be gross misconduct.

**N.B. The above lists of examples are not exhaustive lists. Management reserves the right to include other behaviour/events that may warrant disciplinary action.**

### **2.15 Recording of meetings**

The employee, or any person acting on their behalf, is not normally permitted to record electronically any meeting held by the Council as part of the disciplinary process. This is to encourage openness and full participation by all parties during meetings. Any breach of this provision may lead to disciplinary action against the employee, up to and including dismissal.

In certain limited circumstances, the Council may permit the meeting to be recorded electronically. For example where the employee is disabled, it may be appropriate as a reasonable adjustment under the Equality Act 2010. Where the Council permits the meeting to be recorded electronically, it will take responsibility for making the recording.

### **2.16 Data protection**

The Council processes personal data collected during the investigation stage and any subsequent stages of disciplinary action in accordance with its Privacy Standard

Policy. In particular, data collected as part of the investigation stage and any subsequent stages of disciplinary action is held securely and accessed by, and disclosed to, individuals only for the purposes of completing the disciplinary procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Council's Data Breach Policy immediately. It may also constitute a disciplinary offence, which will be dealt with under this disciplinary procedure.

## **2.17 Criminal Offences or other acts or omissions outside employment**

Where it appears that a worker may have acted irresponsibly in their own time, and it does not have an effect on the Council, then it is unlikely the Council will take any action against that worker. However, where the actions or the omissions of the worker clearly do have an effect on the Council, for example in terms of reputation, effect on other workers etc, the Council reserves the right to suspend the worker, without pay, whilst a full investigation is carried out. If appropriate, the Council will follow full disciplinary procedure as described above.

## **3. CAPABILITY POLICY AND PROCEDURE**

### **3.1 Introduction**

This policy should be used when an employee's performance has been identified as falling below an acceptable level. Its purpose is to provide a framework for resolving the issue, ideally through the improvement of the employee's performance. As a last resort, the policy specifies the circumstances in which the employee may be redeployed to more suitable work or dismissed on the grounds of capability. This policy does not apply during the first 2 years of employment.

Before this procedure is engaged, the employee should receive feedback from his/her manager or the Town Clerk setting out the concerns about the employee's performance and how his/her performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee

improving his/her performance to an acceptable level.

Where an employee's poor performance is believed to be the result of deliberate negligence, or where serious errors have been made by him/her to the detriment of the organisation, the Council may decide to use its disciplinary procedure instead.

A written record of all meetings conducted under this procedure will be made, either by the person holding the meeting or by an additional person arranged by the Council to take notes.

Please note that the Council reserves the right in its absolute discretion not to follow this procedure for individuals with under 2 years' service.

### **3.2 Stage 1**

The employee's manager or the Town Clerk will inform him/her of the nature of the problem and confirm this in writing. The employee will be invited to an informal meeting to discuss concerns regarding his/her performance.

Following discussion of the problem, the following outcomes may be agreed:

- take no further action;
- refer the matter for investigation under the disciplinary procedure; or
- issue guidance to the employee on what he/she needs to do to improve his/her performance.

### **3.3 Stage 2**

Where stage 1 does not lead to a satisfactory improvement in the employee's performance, the employee will be invited to a performance review meeting.

The purpose of a performance review meeting is to discuss the employee's performance and decide what measures should be taken, with a view to securing the required improvement in the employee's performance. The meeting will be conducted by the employee's manager or the Town Clerk. Where it is considered appropriate by the Council, an external HR Officer may also be present.

The employee will be given an opportunity to respond to any criticisms of his/her performance and to put forward any explanation he/she may have for the matters identified amounting to poor performance.

The outcome of the meeting may be:

- a decision to take no further action;
- a decision to refer the matter for investigation under the disciplinary procedure; or
- the implementation of a performance improvement programme, designed to bring the employee's performance up to an acceptable level.

#### *Performance improvement programme*

A performance improvement programme is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, although the Council reserves the right to insist on any aspect of the performance improvement programme in the absence of such agreement.

Each programme will be tailored to the particular situation, but will contain the following elements:

### *Timescale*

The overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

### *Targets*

The performance improvement programme will specify the particular areas in which improved performance is needed and set out how, and on what criteria, the employee's performance will be assessed. Where appropriate, specific targets will be set that will need to be achieved either by the end of the programme or at identifiable stages within it.

### *Measures*

The performance improvement programme will specify what measures will be taken by the Council to support the employee in improving his/her performance. Such measures may include: training; additional supervision; the reallocation of other duties; or the provision of additional support from colleagues.

### *Feedback*

As part of the performance improvement programme, the employee will be given regular feedback from his/her line manager indicating the extent to which the employee is on track to deliver the improvements set out in the programme.

If, at any stage, the Council feels that the performance improvement programme is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting, the employer may amend or extend any part of the programme.

### *Review*

At the end of the performance improvement programme, the employee's performance will be reviewed. If satisfactory progress has been made, the employee will be notified of this fact in writing. However, if the manager feels that progress has been insufficient, he/she may decide to extend and/or amend the performance improvement programme to such extent as the manager considers appropriate. Alternatively, he/she may decide to refer the matter to a meeting under stage 3 of this procedure.

### *Ongoing review*

Following the successful completion of a performance improvement programme, the employee's performance will continue to be monitored. If, at any stage during the following 12 months, the employee's performance again starts to fall short of an acceptable standard, his/her line manager may decide to initiate stage 3 of this procedure.

## **3.4 Stage 3**

If the performance improvement programme has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The invitation will set out the respects in which the employee's manager believes that the employee's performance still falls short of an acceptable standard.

The hearing will be conducted by the relevant manager or the Town Clerk. An external HR Officer may also be present. The employee will be entitled to be accompanied by a fellow employee or a trade union official.

At the hearing, the employee will be given an opportunity to respond to any criticism of his/her performance and to make representations about any aspect of the way in which the process has been managed.

The outcome of the meeting may be a decision to:

- take no further action;
- refer the matter for investigation under the disciplinary procedure;
- institute another performance improvement programme; or
- issue a formal warning to the employee.

A formal warning will be issued if the hearing concludes that reasonable steps have been taken by the Council that should have allowed the employee to perform to an acceptable standard, but that these measures have not worked. The warning will explain the nature of the improvement that is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that, if the necessary improvement does not take place, the employee may be dismissed.

The warning will remain current for a period of 12 months, after which it will cease to have effect.

Where an employee is issued with a formal warning in accordance with this procedure, he/she will have a right of appeal.

### **3.5 Stage 4**

If an employee has been issued with a warning under stage 3 that remains live and the employee's manager believes that his/her performance is still not acceptable, the matter may be referred to a performance dismissal hearing.

The employee will be informed in writing of the grounds on which the hearing is being convened. In particular, he/she will be told of the respects in which his/her performance remains below an acceptable level.

The hearing will be conducted by the relevant manager or the Town Clerk. An external HR Officer may also be present. The employee will be entitled to be accompanied by a fellow employee or trade union official.

At the meeting, the employee will have the opportunity to respond to any criticisms made of his/her performance and make representations about how the situation should be treated.

The outcome of the meeting may be:

- a decision to take no further action;
- the issuing of another performance management warning;
- an offer to redeploy the employee to alternative work; or
- a decision to dismiss the employee.

Any offer to redeploy the employee will be entirely at the Council's discretion. Such an offer will be made only where the Council is confident that the employee will be able to

perform well in the redeployed role. It will normally be offered only as an alternative to dismissal in circumstances in which the Council is satisfied that the employee should no longer be allowed to continue to work in his/her current role. While the employee is free to refuse any offer of redeployment, the only alternative available will usually be dismissal.

If the Council believes that there is no alternative role available and suitable for the employee, but that he/she has not met an acceptable standard of performance, the Council may decide to dismiss. Any dismissal will be with full notice or payment in lieu of notice. The decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

Where an employee is dismissed in accordance with this procedure, he/she will have a right of appeal.

### **3.6 Appeal**

An employee has a right of appeal against a sanction issued under stages 3 or 4 of this procedure. A request for an appeal should be sent in writing to the Chairperson of the Personnel Committee and set out the grounds on which the employee believes that the decision was flawed or unfair. The request should be sent within seven days of the employee receiving written confirmation of the sanction imposed on him/her by the Council.

An appeal hearing will be convened to consider the matter. It will be usually be chaired by a more senior Manager than the original hearing Manager. The employee will be entitled to be accompanied by a fellow employee or a trade union official.

At the hearing, the decision to impose the sanction will be reviewed and the employee will be entitled to make representations about the appropriateness of that decision.

The result of the hearing will be either to confirm the sanction, or substitute any outcome that was available to the panel conducting the hearing at which the sanction was imposed on the employee.

The outcome of the appeal will be confirmed to the employee in writing, explaining the grounds on which the decision was reached. The outcome of the appeal will be final.

The Council reserves the right to engage an independent equivalent to conduct any of the stages above, where management are not able to do so for any reason.

### **3.7 Confidentiality**

Proceedings in investigations, capability interviews/hearings and appeal hearings shall remain strictly confidential.

### **3.8 Data protection**

The Council processes personal data collected during the process in accordance with its Privacy Standard Policy.

## **4. GRIEVANCE POLICY AND PROCEDURE**

### **4.1 Introduction**

Thetford Town Council aims to ensure that any employee with a grievance or a complaint relating to their employment with the Council, can have the issue raised, and where possible resolved, quickly, efficiently and fairly.

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, health and safety, work relations, bullying or harassment, new/change of working practices, organisational change, equal opportunities, the opportunities that you have been given for career development or the way in which you have been managed.

Complaints about disciplinary action should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while employees are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. Insofar as a grievance has any bearing on the disciplinary proceedings, it can be raised as a relevant issue in the course of those proceedings.

### **4.2 Policy Objectives**

In the event of a grievance, the purpose of the policy is to:

- allow any employee to use the procedure, doing so freely and without prejudice to their position in the Council;
- encourage free communication between employees and their managers to ensure that questions and problems arising during the course of employment can be aired and, where possible, resolved quickly, fairly and to the satisfaction of all concerned;
- try to resolve complaints/grievances as close as possible to their point of origin, with minimal disruption to the individuals involved, colleagues, and the Council.

### **4.3 Mediation**

It may be appropriate for the matter to be dealt with by way of mediation, depending on the nature of your grievance. This involves the appointment of a third-party mediator, who will discuss the issues raised by your grievance with all of those involved and seek to facilitate a resolution. Mediation will be used only where all parties involved in the grievance agree.

### **4.4 Informal Discussions**

Any grievance arising during employment should first be discussed with the employee's immediate manager. It is hoped that the majority of grievances can be resolved at this stage.

### **4.5 Stage 1 – Written Statement of Grievance, Investigation and hearing**



If the matter cannot be resolved through informal discussions, the grievance should be put in writing to the employee's immediate manager.

The complaint should be headed "Formal grievance" and sent to the employees immediate Manager. If your complaint relates to the way in which the line manager is treating the employee, the complaint may be sent to the Town Clerk. Further attempts may be made to resolve the matter informally, depending on the nature of the complaint. However, if the employee is not satisfied with the outcome, they may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made, although the confidentiality of the grievance process will be respected. If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider your response. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out prior investigations, where possible within five working days of the receipt of your written complaint however this will be dependent upon the nature and circumstances of the case. A time, date and place for the grievance to be heard will be agreed between the person charged with hearing the grievance and the employee that is raising the grievance. A suitable period of notice between receiving written notification of the grievance and the actual hearing will be agreed between the parties to allow both parties to prepare for the hearing.

At the meeting, you will be asked to explain the nature of your complaint and what action you feel should be taken to resolve the matter. The purpose of the hearing is to establish all the relevant facts of the alleged grievance, to present evidence to support the alleged grievance and to provide the Council with an opportunity to challenge and refute the evidence set before them. Where appropriate, the meeting may be adjourned to allow further investigations to take place. If during the hearing new facts emerge or points are raised which require clarification, either side has the right to adjourn the hearing. This can occur as often as required until all areas have been covered and exhausted. A hearing can be spread over several days, especially if further evidence is gathered.

Following the meeting, the employee will be informed in writing of the outcome within seven working days and told of any action that the Council proposes to take as a result of the complaint.

#### **4.6 Stage 2 – Appeal**

If the employee is dissatisfied with the conclusion they may appeal in writing within five working days to the Chairperson of the Personnel Committee.

The written appeal must detail the grounds for the appeal, and the management response to date. On receipt of a grievance the Chairperson of the Personnel Committee will acknowledge the appeal, conduct an investigation which will usually involve meeting with the employee concerned, reach a conclusion, and respond in writing to the employee of the decision made, with the reasons given. Wherever

possible this process will not take more than ten working days from the date of receipt of the original grievance. The Chairperson's or their authorised deputy's decision is final.

#### **4.7 Meetings**

Meetings will take place at a time and location that is reasonable for all parties. The employee must make all reasonable steps to attend the meeting.

Meetings will be conducted in a manner that enables both employer and employee to explain their cases, ask and answer questions, and where necessary present relevant evidence.

#### **4.8 Role of Companion**

Employees have the right to be accompanied by a colleague or representative at all stages of the procedure, and are expected to inform the employer in advance if a companion will be attending.

Where a companion will be present at the meeting, their identity should be disclosed to the Council. Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

The employee's chosen companion has the right to address the hearing to put forward the employee's case, sum up the case and respond on the employee's behalf to any view expressed at the hearing. The companion may also confer with the employee during the hearing. However, the Council will not permit the companion to answer questions on behalf of the employee, or to address the hearing where the employee indicates that he/she does not wish this.

The Council reserves the right to engage an independent equivalent to conduct any of the stages above, where management are not able to do so for any reason.

#### **4.8 Confidentiality**

Proceedings in grievance interviews or meetings and appeal interviews or meetings shall remain strictly confidential.

#### **4.9 Recording of meetings**

The employee, or any person acting on their behalf, is not normally permitted to record electronically any meeting held by the Council as part of the grievance procedure. This is to encourage openness and full participation by all parties during meetings. Any breach of this provision may lead to disciplinary action against the employee, up to and including dismissal.

In certain limited circumstances, the Council may permit the meeting to be recorded electronically. For example, where the employee is disabled, it may be appropriate as a reasonable adjustment under the Equality Act 2010. Where the Council permits the meeting to be recorded electronically, it will take responsibility for making the recording.

#### **4.10 Data protection**

The Council processes personal data collected during informal complaints and the formal grievance procedure in accordance with its privacy standard policy. In particular, data collected as part of informal complaints and the grievance procedure is held securely and accessed by, and disclosed to, individuals only for the purposes of responding to the complaints or conducting the grievance procedure. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Council's privacy standard policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the Council's disciplinary procedure.

### **5. SICKNESS MANAGEMENT POLICY AND PROCEDURE**

#### **5.1 Introduction**

Thetford Town Council aims to promote positive attendance levels at work at all times, whilst recognising that absences will occur for a variety of reasons. When absences occur the Council will manage such situations in line with the policy and procedure set out below which comply with both the letter and the spirit of the law.

It is a term of your contract of employment that you will comply at all times with the absence management policy and procedure.

The Council is committed to promoting and maintaining the health and wellbeing of all of its employees. This policy provides a fair and consistent framework for supporting staff that are absent due to sickness. Whilst the Council adopts a supportive approach, it is aiming to achieve a balance between the needs of the individual and the needs of the organisation.

The purpose of this policy is to let employees know what is expected from them, and what they can expect from the Council in the event of both short term and long term absences. Long term absences are classified as absence longer than a period of one month.

The Town Clerk will monitor and manage absence levels through the time recording mechanisms in place to ensure that potential problems are recognised and resolved

at an early stage. A sensitive and compassionate approach will be taken to managing absence, and all employees will be treated fairly and consistently.

Absences for dental or medical appointments, maternity/paternity leave or parental leave will not be recorded as sick leave, and wherever possible should be planned and agreed in advance. Any information about employee absences will be treated confidentially.

Employees have a duty under their terms and conditions of employment to be at work, and when unable to be at work, are expected to adhere to their responsibilities as set out in this policy and procedure.

## **5.2 Notification**

On the first day of absence, employees must telephone and report sickness absence as early as possible to their manager, preferably before but no later than their normal starting time. If the manager is not available a message should be left for them to contact him/her as soon as possible.

Contact should be made personally (not a spouse/family member/friend) by telephone, not by text, social media message or email. A contact number must also be provided. The Council recognises that there may be some exceptional circumstances where an employee may be unable to contact management personally due to ill health (e.g. admittance to hospital).

Employees should provide the following information to management when they report their absence:

- when he/she became ill;
- the broad nature of the illness;
- whether the illness is due to an accident or injury at work;
- whether he/she will be seeking medical attention;
- the likely date of return (if known).

Where an absence lasts four calendar days or more he/she should update management and agree how to keep in regular contact thereafter, e.g. twice per week.

On the eighth calendar day of absence he/she will need to obtain a Doctors Certificate/Fit Note from a GP and submit this to management. He/she will need to continue to send in Certification for the duration of the absence and keep management advised of his/her health and progress towards returning to work.

Failure to follow these reporting procedures may result in disciplinary action.

All employees are expected to follow all recommended medical advice or treatment in order to facilitate a prompt return to work.

## **5.3 Medical Appointments**

Wherever possible, employees should make medical/dental appointments outside of normal working hours. However, where this is not practical, they must be made to cause minimal disruption to the working day, i.e. lunchtime, early, late appointments. Employees are required to advise management of any medical appointments at the earliest possible opportunity, and seek agreement for the time off, where necessary.

## **5.4 Sick pay**

Eligible employees are entitled to statutory sick pay (SSP), provided that they follow the Council's usual notification and evidence requirements.

The employee is entitled to SSP where they have a period of sickness absence from work of at least four calendar days in a row and three "waiting days" (days on which the employee would usually be required to work) have passed.

Statutory sick pay is payable for up to 28 weeks in any one period of sickness absence, at a weekly rate set by the Government for the relevant tax year.

Payments will only be made where the Council is satisfied as to an employee's incapacity to work. Payment is also conditional upon an employee complying with the Council's procedure for notifying the Council of the absence, completing a self-certification form/providing a 'fit note' on return to work and agreeing to attend an interview/examination with a nominated doctor at the request of the Council. Any withholding of pay will be advised to the employee prior to such action being taken.

Employees will be given written notice if their SSP is being withheld or suspended.

## **5.5 Unauthorised Absence**

All absences that have not been notified to, or approved by the Council as set out above will be treated as unauthorised absence, unless a reason is subsequently given that the Council finds acceptable. Unauthorised absences may result in disciplinary action and sick pay being withheld.

## **5.6 Sickness during holiday**

Where an employee falls sick or is injured while on holiday, the Council will allow the employee to transfer to sick leave and take replacement holiday at a later time. This policy is subject to the following strict conditions:

- The total period of ill health must be fully certificated by a qualified medical practitioner.
- The employee must contact the Council (by telephone if possible) as soon as they know that there will be a period of sickness during a holiday.
- The employee must submit a written request no later than 10 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that the employee wishes to take at another time.
- Where the employee is overseas when they fall ill or is injured, evidence must still be produced that the employee was ill by way of a medical certificate.

Where the employee fulfils all of the above conditions, the Council will grant the employee the same number of days' replacement holiday leave as the number of holiday days lost due to sickness or injury.

If an employee is ill or is injured before the start of a period of planned holiday, and is consequently unable to take the holiday, the Council will agree to the employee postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance with the Council's normal policy on sickness absence. The employee must submit a written request to postpone the planned holiday and this must be accompanied by medical evidence confirming that they are unfit, or is likely to be unfit, to take the holiday.

## 5.7 Holiday during sick leave

An employee who is absent on sick leave will continue to accrue their statutory holiday entitlement and will be given the opportunity to take this at a later date, including in the subsequent leave year, if they do not take their statutory holiday entitlement due to being on sick leave.

An employee on sick leave may apply to take their holiday entitlement while on sick leave. The holiday dates must be approved in accordance with the procedure set out in the Council's holiday policy

## 5.8 Absence Management

Where an individual's absence level meets one of the following **trigger points**, the manager or the Town Clerk will review the absence levels with the employee. When applying these trigger points, the special rules that apply to pregnancy, disability and part-time working must always be borne in mind.

- 3 or more instances of sickness absence in any rolling 3 month period.
- 10 or more days of absence in any rolling 12 month period.
- Any other recurring recognisable patterns, such as frequent absenteeism on a particular week day.
- All long term absences of one calendar month or more.

Where appropriate the Council may require the employee to attend an Occupational Health appointment, resulting in a report to the Employer and Employee. If there are underlying medical problems or factors which could be exacerbated by the absence management process, the Council will modify the process so far as is reasonably practicable.

## 5.9 Informal Review Meeting

In the first instance the manager will meet the employee to discuss the significance of the absence, explore the reasons, identify areas for support, and if necessary review/update the risk assessment.

### 5.10 Stage 1:

#### Meeting

Where the absence is continuing or significant management may ask you to attend a formal meeting. The purpose of the meeting is to establish the underlying medical reason for the absence/s and to discuss what support might be offered to enable you to deliver satisfactory performance. You will be informed in writing of the date, time and place of the meeting. You must take all reasonable steps to attend the meeting. If for any reason the date is not suitable, you should advise management of an alternative time when you are available. This should be within 10 working days of the original date. You have the right to be accompanied to the meeting by a colleague or a trade union official.

#### Outcome

The following outcomes might be agreed:

- The employee may be required to submit a medical certification from their doctor for every instance of absence over an agreed period.

- Advice may be sought from an Occupational Health Practitioner.
- Other support mechanisms may be identified and implemented.
- Reasonable adjustments such as changes to the workload, work practices or work pattern.
- Redeployment may be identified (subject to Occupational Health agreement). If redeployment is agreed there will be no salary protection, the employee will receive the rate of pay applicable to the new post.

The employee may also be placed on a **Performance Improvement Plan** and be subject to a capability process. The line manager will write to the employee within 10 working days of the meeting, confirming the points discussed and actions agreed. A copy of this letter will be placed on the employee's personnel file.

### **Performance Improvement Plan**

Targets set will take into account the following:

- Job responsibilities
- Trigger for monitoring sickness
- Average sickness across the team over the last year
- The employee's attendance over a specified period normally the employee's attendance over the last twelve months.
- Operational demands of the unit.

At the end of the Performance Improvement Plan, if improvement has not been made to the required level, the employee will be invited to attend a Sickness Absence Management Hearing.

## **5.11 Stage 2:**

### **Hearing**

Employees will be informed in writing of the date, time and place of the hearing. Employees should take all reasonable steps to attend. Alternatively, a colleague or internal representative may attend in their absence. If for any reason the date is not suitable, employees should advise management of an alternative time when they are available. This should be within 10 working days of the original date.

Where you are able to attend in person you have the right to be accompanied to the hearing by a colleague or trade union representative. They can give you advice and support and address the hearing but may not answer questions on your behalf.

### **Outcome**

The Hearing Manager, once they have considered all information available, may decide on the following outcomes:

- No further action
- Further review, coaching, or occupational health advice
- Suitable alternative employment within the Council
- Verbal warning
- Written warning
- Final written warning
- Dismissal

Whenever possible the Hearing Officer will inform the employee of the decision on the day of the hearing and will write to the employee within 10 days confirming the outcome.

## **5.12 Dismissal**

When reaching a decision about whether or not to terminate employment the Hearing Officer will consider issues such as:

- The need for the work to be undertaken
- The impact of the employee's absence and ill health on other employees and service delivery
- The employee's absence record
- Financial and cost implications
- Representations made by the employee and/or their representative
- What actions have been taken to attempt to enable the employee to continue
- Medical advice received

This list is not exhaustive and the weight attached to each will depend upon the circumstances of the case, whilst balancing the needs of both the employee and the Council.

## **5.13 Right of Appeal against Dismissal**

If you are dismissed you can appeal against the decision. You must appeal in writing to the Chairperson of the Personnel Committee within 5 working days of the decision being communicated to you.

You will be informed in writing of the date, time and place of the appeal hearing. You must take all reasonable steps to attend the hearing. If for any reason the date is not suitable, you should advise management of an alternative time when you are available. This should be within 10 working days of the original date.

Where possible, the appeal hearing will be heard by a different manager/member of the Personnel Committee to the manager who heard the original hearing. Where no suitably qualified individual is available, an external Hearing Officer will be engaged.

You have the same rights to be accompanied at the appeal hearing as the original hearing.

After the appeal meeting you will be informed of the final decision. Should any warning or penalty be withdrawn, reference to action will be removed from your personal file.

## **5.14 Managing Long-Term Absence**

Continuous absences of one calendar month or more are considered long term.

Management will contact the employee on a regular basis, at their home if appropriate, in order to keep up to date with progress, identify areas for support and determine whether any other actions should be taken. An internal representative or work colleague may accompany the employee.

The employer may request a professional medical report from the Occupational Health Practitioner or the Employee's GP to establish the underlying medical condition, an indication of the likely duration of the employee's absence and whether steps can be taken to enable the employee to return to work.

Each instance of long-term ill health will be managed according to the individual circumstances. However likely actions include:



- Regular review dates
- Reasonable adjustments such as changes to the workload, work practices or work pattern may be implemented, either as part of phasing the employee back to work or on a more permanent basis.
- Phased return to work

### **5.15 Absence Management Actions**

The Council will endeavour to support employees back to work following any short or long period of absence. To manage absence effectively the Council will:

- promote regular contact;
- request Doctor's Certificates/Fit Notes (after eight calendar days absence) and other relevant documentation;
- make reasonable adjustments in the workplace.

In addition, disciplinary proceedings will be initiated in the following situations:

- an employee's absence gives cause for concern in terms of reason, pattern or amount;
- the absence notification procedure has not been followed.

### **5.16 Breach of Sickness Procedure**

Failure to comply with this procedure can result in the employee losing their statutory sick pay, and may result in disciplinary action in the following situations:

- Deliberate falsification of self-certification form or doctors statement
- Failure to follow notification rules without good reason (see note below)
- Failure to supply doctors statements
- Unsatisfactory reasons for being absent from work

Undertaking paid or unpaid employment elsewhere whilst absent will automatically result in the employee's salary being stopped. This is considered to be a breach of contract.

## **6. Annual Leave**

### **6.1 General**

The holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March. All full-time and part-time employees are entitled to [Insert amount] paid holiday per annum.

Except where an employee is absent on long-term sick leave, all holiday must be taken during the holiday year in which it is accrued.

All holiday dates must be approved in advance by the employee's line manager. As much notice as possible of proposed holiday dates must be given to the line manager to ensure adequate staffing coverage at all times. Such notice must be at least twice the number of working days that the employee wishes to take as annual leave.

### **6.2 Holiday pay**

Holiday pay is calculated on the basis of the employee's average rate of pay.

There will be no payment in lieu of any holiday not taken (except on termination).

### **6.3 Public and bank holidays**

The Council recognises eight public/bank holidays a year, the dates of which vary from year to year. All recognised public and bank holidays are permitted as paid holiday in addition to the annual holiday entitlement specified above.

An employee will not be paid (or where appropriate a deduction will be made from their salary) for any bank or public holiday if they are absent from work (other than on the Council's business or unless expressly authorised by the Council) immediately before or after the bank or public holiday. If absence immediately before or immediately after the bank or public holiday is due to sickness, payment for the bank or public holiday will be made only if a medical certificate is provided. The organisation will in these circumstances reimburse the employee for the cost of obtaining the medical certificate. Where a medical certificate is provided, sick pay will be paid for the absence subject to the terms of the organisation's sick pay scheme.

### **6.4 Holiday entitlement in year of commencement**

If the employee joins the organisation part way through a holiday year, they will be entitled to a proportion of their holiday entitlement based on the period of their employment in that holiday year.

During the employee's first year of service, they will not normally be allowed, unless otherwise agreed by the Town Clerk, to take more holiday than they have actually accrued at the time holiday is taken. Entitlement during the employee's first year is calculated monthly in advance at the rate of one-twelfth of the full year's entitlement.

### **6.5 Holiday pay on termination of employment**

If the employee leaves the Council's employment part way through a holiday year, they will be entitled to be paid for any accrued but unused statutory holiday entitlement under the Working Time Regulations 1998/any outstanding holiday entitlement for that holiday year that has not been taken by the date of termination.

However, the Council reserves the right to require the employee to take any outstanding holiday entitlement during any period of notice, whether such notice is given by the Council or by the employee.

If, on the employee's date of termination, they have taken paid holiday leave in excess of earned entitlement, they will be required to reimburse the Council (by means of deduction from salary if necessary) in respect of such holiday.

No payment in lieu of accrued contractual holiday will be made to the employee (and where appropriate a deduction will be made from salary) in the event of their termination for gross misconduct or in the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired. Contractual holiday for these purposes means all and any leave entitlement provided for in the employee's contract that is over and above the minimum statutory leave period provided for in the Working Time Regulations 1998.

## **6.6 Sickness during holiday**

Where an employee falls sick or is injured while on holiday, the Council will allow the employee to transfer to sick leave and take replacement holiday at a later time. This policy is subject to the following strict conditions:

- The total period of incapacity must be fully certificated by a qualified medical practitioner where it exceeds seven days.
- The employee must contact the Council (by telephone if possible) as soon as they know that there will be a period of incapacity during a holiday.
- The employee must submit a written request no later than 10 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that the employee wishes to take at another time.
- Where the employee is overseas when they fall ill or is injured, evidence must still be produced that the employee was ill by way of a medical certificate.

Where the employee fulfils all of the above conditions, the Council will grant the employee the same number of days' replacement holiday leave as the number of holiday days lost due to sickness or injury.

If an employee is ill or is injured before the start of a period of planned holiday, and consequently unable to take the holiday, the Council will agree to the employee postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance with the Council's normal policy on sickness absence. The employee must submit a written request to postpone the planned holiday, along with any documentation required under the sickness absence policy.

An employee must request to take any replacement holiday in accordance with the Council's normal holiday policy, and should endeavour to take the replacement holiday in the same holiday year in which it was accrued. However, where an employee has good reason for not being able to do so, the Council will allow the employee to carry that leave forward into the next holiday year. The Council may require an employee to take all or part of their replacement holiday on particular days and it is not required to provide the employee with any minimum period of notice to do this, although it will aim to provide reasonable notice.

## **6.7 Holiday entitlement during sick leave**

An employee who is absent on sick leave will continue to accrue their full statutory holiday entitlement. However, contractual holiday entitlement over and above the minimum statutory holiday entitlement provided for by the Working Time Regulations 1998 will not accrue during any paid or unpaid period of sick leave once an employee has been continuously absent for a period of 4 weeks or more. For the purpose of

calculating the period of continuous absence, the Council may disregard a return to work that is less than 10 working days.

An employee on sick leave may apply to take their accrued holiday entitlement while on sick leave. The holiday dates must be approved in accordance with this policy.

## **7. PERFORMANCE MANAGEMENT AND APPRAISAL POLICY AND PROCEDURE**

### **7.1 Introduction**

The Council aims to be an efficient and effective Council, and an employer of choice operating to high ethical standards, policies and processes.

The aim of this policy is to define the framework for performance management, which is compliant with the letter and spirit of the law and aims to promote equality and diversity in the workplace. The purpose of this policy is to guide managers and employees in the management of performance using tools, techniques and processes which are consistent with its values and comply with legal requirements.

The effective management of the performance is critical to the Council achieving its objectives, and also provides employees with direction and purpose. The Council aims to ensure that performance management promotes employee morale and motivation, and supports personal development.

### **7.2 Employee responsibilities**

Employees are expected to:

- read, and have a good understanding of the performance management policy;
- ensure that their performance meets the requirements of the role and any targets agreed;
- contribute actively to performance reviews, including undertaking self-assessment;
- ensure that they make their line manager aware of any mitigating circumstances that could affect their performance;
- proactively identify development issues and opportunities, and ways in which their performance can be improved.

### **7.3 Management responsibilities**

Management will:

- take overall responsibility for the effective management of performance of staff reporting into him/her;
- carry out regular one to one meetings with staff to discuss their performance and training needs throughout the year;
- conduct an annual performance management review / appraisal with each member of staff reporting into him/her;
- manage under performance effectively through the performance improvement policy and procedure and/or disciplinary measures.

### **7.4 Objectives**

At the start of each review year the line manager and employee will agree and record work objectives and performance standards. An employee's objectives will identify the

work outputs required of the employee during the period under review. Objectives will normally relate to the achievement of Council goals or process improvements, and should be written in such a way as to be specific, measurable, achievable, realistic and time-bound (SMART). If, during the course of the year, work objectives need to be amended to represent changing circumstances or duties, this can be agreed between the line manager and the employee.

## **7.5 Competencies**

Competencies in this context are the behaviours that employees must have, or must acquire, to input into a situation in order to achieve high levels of performance. Performance against objectives and competencies will form the basis of any performance management review.

## **7.6 Performance reviews**

An employee's performance will be reviewed throughout the year, rather than a 'one off' discussion at the end of each performance year. The frequency of meetings, formal or informal, required for effective performance management will be determined by the experience of the employee in the post, and the degree of regular interaction that occurs between the manager and the employee.

In preparation for a performance review, the employee and manager should ensure they obtain feedback from other people with whom the employee works (e.g. another manager, colleague, customer, external partner organisation), and the employee should complete a self-assessment, making notes to inform the review discussion.

At a performance review, the manager and employee should agree:

- performance against objectives and competencies (as contained within the Council's Competency Framework) in the period under review, noting achievements and learning points;
- amendments required to the objectives
- priorities for the next reporting period;
- strengths and development areas;
- training needs.

In assessing the performance of an employee, managers will take account of the employee's level of experience, and the way in which the objectives were achieved, i.e. whether competencies were demonstrated and at the required level.

## **7.7 End of year review/appraisal**

At this review, the line manager and the employee will discuss and agree:

- overall performance against objectives and competencies for the year
- any strengths or development areas identified
- action plan, including training needs

At this meeting, the manager and employee will also agree a short, written assessment of the employee's overall performance.

## **7.8 Recognition**

The Council strongly encourages the recognition and where appropriate, reward of high standards of performance and behaviour aligned to Council objectives and values.

## **7.9 Managing under-performance**

The line manager will aim to take prompt action regarding under-performance.

If an employee's performance is not meeting the required standard, it is important to understand the reasons behind the under-performance, as this will determine the course of action to be taken.

Most employees will have development needs, e.g. skills, behaviours or knowledge that they need to acquire in order to carry out their work effectively and/or in response to changing working practices. These may be general in nature, such as the need to improve management or communication skills in order to perform effectively at a particular level; or more specialised, such as the ability to carry out a detailed process or operate a particular piece of equipment. The Council encourages employees to identify their own development needs in response to Council needs, and to work with their line manager to meet these.

If the employee is unable or unwilling to address a development need, there is likely to be a requirement for action under the Capability Policy & Procedure. This may involve the use of a Performance Improvement Plan.

In circumstances where under-performance results from deliberate carelessness, insubordination, or neglect, there is likely to be a requirement for action under the Disciplinary Policy & Procedure.

## **7.10 Resolving differences**

If the employee and line manager cannot agree on the assessment of the employee's performance, the Town Clerk or an external professional party may be asked to resolve any differences. The prerequisite is a fair knowledge of the employee's work combined with appropriate seniority and experience. If an employee is still dissatisfied with the outcome of their performance review, he/she is entitled to raise a grievance which should be in writing and explaining the reasons for their dissatisfaction, within 10 working days of the outcome. Please refer to the Council's Grievance Policy & Procedure.

## **7.11 Record keeping**

A copy of the performance review and where applicable, any supporting documents will be kept on the employee's personnel file. The Council processes personal data collected during the process in accordance with its Privacy Standard Policy.

## **8. EQUAL OPPORTUNITIES POLICY AND PROCEDURE**

### **8.1 Our commitment**

The Council is committed to providing equal opportunities in employment and to avoiding unlawful discrimination in employment and against customers.

The Council is fully committed to the elimination of unlawful and unfair discrimination and values the differences that a diverse workforce brings to the Council.

### **8.2 Scope**

The policy is applicable to all employees, clients, communities, suppliers and contractors, whether permanent or temporary. The policy applies to all processes relating to employment and training and to any dealings with customers and clients. Decisions relating to customers and communities will be based on business-related criteria only and any irrelevant information will not form part of the process.

### **8.3 The law**

It is unlawful to discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

Discrimination after employment may also be unlawful, e.g. refusing to give a reference for a reason related to one of the protected characteristics.

It is generally unlawful to discriminate directly or indirectly, harass or victimise a member of the public based on any of the protected characteristics in the provision of services or goods. It is unlawful to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services. In addition, service providers have an obligation to think ahead and address any barriers that may impede disabled people from accessing a service.

## 8.4 Types of unlawful discrimination

**Direct discrimination** is where a person is treated less favourably than another because of a protected characteristic. An example of direct discrimination would be refusing to employ a woman because she is pregnant.

In limited circumstances, employers can directly discriminate against an individual for a reason related to any of the protected characteristics where there is an occupational requirement. The occupational requirement must be crucial to the post and a proportionate means of achieving a legitimate aim.

**Indirect discrimination** is where a provision, criterion or practice is applied that is discriminatory in relation to individuals who have a relevant protected characteristic (although it does not explicitly include pregnancy and maternity, which is covered by indirect sex discrimination) such that it would be to the detriment of people who share that protected characteristic compared with people who do not, and it cannot be shown to be a proportionate means of achieving a legitimate aim.

**Harassment** is where there is unwanted conduct, related to one of the protected characteristics (other than marriage and civil partnership, and pregnancy and maternity which are covered by direct discrimination provisions in the Equality Act 2010) that has the purpose or effect of violating a person's dignity; or is reasonably considered by that person to create an intimidating, hostile, degrading, humiliating or offensive environment. It does not matter whether or not this effect was intended by the person responsible for the conduct.

**Associative discrimination** is where an individual is directly discriminated against or harassed for association with another individual who has a protected characteristic (although it does not cover harassment because of marriage and civil partnership, and (according to guidance from the Government and Acas) pregnancy and maternity).

**Perceptive discrimination** is where an individual is directly discriminated against or harassed based on a perception that he/she has a particular protected characteristic when he/she does not, in fact, have that protected characteristic (other than marriage and civil partnership, and pregnancy and maternity).

**Victimisation** occurs where an employee is subjected to a detriment, such as being denied a training opportunity or a promotion because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he/she is suspected of doing so. However, an employee is not protected from victimisation if he/she acted maliciously or made or supported an untrue complaint in bad faith. There is no need for a complainant to compare their treatment with someone who has not made or supported a complaint under the Equality Act 2010. For example, if a blind employee raises a grievance that the employer is not complying with its duty to make reasonable adjustments, and is then systematically excluded from all meetings, such behaviour could amount to victimisation.

**Failure to make reasonable adjustments** is where a physical feature or a provision, criterion or practice puts a disabled person at a substantial disadvantage compared with someone who does not have that disability and the employer has failed to make reasonable adjustments to enable the disabled person to overcome the disadvantage.

## 8.5 Equal opportunities in employment

The Council will not discriminate because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race (which includes colour, nationality and ethnic or national origins), religion or belief, sex or sexual orientation. It will not discriminate because of any other irrelevant factor and will build a culture that values meritocracy, openness, fairness and transparency.



The Council will avoid unlawful discrimination in all aspects of employment including recruitment, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

Objectives relating to fair and inclusive practices will be included in all employees' performance indicators and will form an integral part of performance reviews throughout the year.

Person and job specifications will be limited to those requirements that are necessary for the effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements for the job, taking account of any reasonable adjustments that may be required for candidates with a disability. Disability and personal or home commitments will not form the basis of employment decisions except where necessary.

The Council will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which work is to be done, when considering requests for variations to these standard working practices and will refuse such requests only if the Council considers it has good reasons, unrelated to any protected characteristic, for doing so. The Council will comply with its obligations in relation to statutory requests for contract variations. The Council will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

## **8.6 Customers, suppliers and other people not employed by the Council**

The Council will not discriminate unlawfully against customers using or seeking to use goods, facilities or services provided by the Council.

Employees should report any bullying or harassment by customers, suppliers, visitors or others to their manager who will take appropriate action.

## **8.7 Training**

The Council will provide training in equal opportunities to managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

## **8.8 Your responsibilities**

All employees are responsible for the promotion and advancement of this policy. Behaviour, actions or words that transgress the policy will not be tolerated and will be dealt with in line with the Council's disciplinary policy.

Every employee is required to assist the Council to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, the Council for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the Council's disciplinary procedure. Discrimination, harassment, bullying or victimisation may constitute gross misconduct and could lead to dismissal without notice.

## **8.9 Grievances**

If you consider that you may have been unlawfully discriminated against, you may use the Council's grievance procedure to make a complaint.

The Council will take any complaint seriously and will seek to resolve any grievance that it upholds. You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

## **9. DIGNITY AT WORK POLICY AND PROCEDURE**

### **9.1 Our commitment**

The Council is committed to creating a work environment free of harassment and bullying, where everyone is treated with dignity and respect.

### **9.2 Bullying and harassment**

Some harassment is unlawful discrimination and serious harassment may be a criminal offence.

**Bullying** is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure the person on the receiving end. Examples of bullying would include picking on someone or setting him/her up to fail or making threats or comments about someone's job security without good reason.

**Harassment** is unwanted conduct related to relevant protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age, that:

- has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person; or
- is reasonably considered by that person to have the effect of violating his/her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him/her, even if this effect was not intended by the person responsible for the conduct.

Examples of harassment would include:

- physical conduct ranging from unwelcome touching to serious assault;
- unwelcome sexual advances;
- demeaning comments about a person's appearance;
- unwelcome jokes or comments of a sexual or racial nature or about an individual's age;
- excluding an individual because he/she is associated or connected with someone with a protected characteristic, e.g. his/her child is gay, spouse is black or parent is disabled;
- repeated name calling related to an individual's religion or belief, ignoring an individual because he/she is perceived to have a protected characteristic (whether or not he/she does, in fact, have that protected characteristic), e.g. an employee is thought to be Jewish, or is perceived to be a transsexual;
- the use of obscene gestures; and
- the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person, e.g. magazines, calendars or pin-ups.

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something intended as a "joke" may offend another person. Everyone has the right to decide what behaviour is acceptable to him/her and to have his/her feelings respected by others. Behaviour that any reasonable person would realise would be likely to offend will be harassment without the recipient having to make it clear in advance that behaviour of that type is not acceptable to him/her, e.g. sexual touching. It may not be so clear in advance that some other forms of behaviour would be unwelcome to, or could offend, a particular person, e.g. certain "banter", flirting or asking someone for a private drink after work. In these cases, first-time conduct that unintentionally causes offence will not be harassment but it will become harassment if the conduct continues after the recipient has made it clear, by words or conduct, that such behaviour is unacceptable to him/her.

A single incident can be harassment if it is sufficiently serious.

If you think you are being bullied or harassed, you may be able to sort out matters informally. The person may not know that his or her behaviour is unwelcome or upsetting. You may feel able to approach the person yourself, or with the help of someone else at the Council. You should tell the person what behaviour you find offensive and unwelcome, and say that you would like it to stop immediately.

If an informal approach does not resolve matters, or you think the situation is too serious to be dealt with informally, you can make a formal complaint by using the Council's grievance procedure. In the case of grievances about bullying or harassment, the normal grievance procedure is modified so that you can choose whether to raise your grievance with your line manager or with another manager.

All complaints will be investigated promptly and, if appropriate, disciplinary proceedings will be brought against the alleged harasser. You will have the right to be accompanied by a work colleague or trade union representative of your choice at any meeting dealing with your grievance. You will be kept informed of the general progress of the process of investigation and the outcome of any disciplinary proceedings.

The Council will treat complaints of bullying and harassment sensitively and maintain confidentiality to the maximum extent possible.

You have a right not to be victimised for making a complaint in good faith, even if the complaint is not upheld. However, making a complaint that you know to be untrue may lead to disciplinary action being taken against you.

### **9.3 Your responsibilities**

Every employee is required to assist the Council to meet its commitment to provide equal opportunities in employment and avoid unlawful discrimination.

Employees can be held personally liable as well as, or instead of, the Council, for any act of unlawful discrimination. Employees who commit serious acts of harassment may be guilty of a criminal offence.

Acts of discrimination, harassment, bullying or victimisation against employees or customers are disciplinary offences and will be dealt with under the Council's disciplinary procedure. Conduct of this type will often be gross misconduct which can lead to dismissal without notice.

## **10. MATERNITY POLICY AND PROCEDURE**

### **10.1 Introduction to maternity rights and benefits**

This policy sets out the rights of employees to statutory maternity leave and pay.

The Council recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the Council's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with the Town Clerk to ensure that they are followed correctly.

The following definitions are used in this policy:

- "Expected week of childbirth" means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.
- "Qualifying week" means the 15<sup>th</sup> week before the expected week of childbirth.

All pregnant employees (regardless of length of service) have the right in law to take up to 26 weeks' ordinary maternity leave and up to a further 26 weeks' additional maternity leave and to resume work afterwards.

The employee is therefore entitled to a total period of 52 weeks' maternity leave. Additional maternity leave follows on immediately from the end of the period of ordinary maternity leave.

All employees who take maternity leave have the right to return to work at any time during either ordinary maternity leave or additional maternity leave (except during the first two weeks from the day of childbirth or four weeks in the case of factory workers), subject to their following the correct notification procedures as set out below.

## **10.2 How much maternity pay will the employee receive?**

Employees who have been continuously employed by the Council for at least 26 weeks at the end of their qualifying week and are still employed during that week, will also qualify for statutory maternity pay, providing that:

- they are still pregnant 11 weeks before the start of the expected week of childbirth (or have already given birth);
- they have provided a MAT B1 form stating their expected week of childbirth; and
- their average weekly earnings are not less than the lower earnings limit for national insurance contributions.

Statutory maternity pay is payable for up to 39 weeks, with the first six weeks payable at 90% of the employee's average weekly earnings. The remaining 33 weeks is payable at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. It is treated as earnings and is therefore subject to PAYE and national insurance deductions.

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of statutory maternity pay will be recalculated to take account of the employee's pay rise, regardless of whether statutory maternity pay has already been paid. This means that the employee's statutory maternity pay will be recalculated and increased retrospectively, or that she may qualify for statutory maternity pay if she did not previously. The employee will be paid a lump sum to make up any difference between statutory maternity pay already paid and the amount payable as a result of the pay rise.

Payment of statutory maternity pay cannot start prior to the 11<sup>th</sup> week before the employee's expected week of childbirth. It can start from any day of the week in accordance with the date the employee starts her maternity leave.

Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

Employees who are not entitled to statutory maternity pay may be entitled to receive maternity allowance payable directly by the Government. If an employee is not entitled to statutory maternity pay, the Council will provide the employee with an SMP1 form to allow her to pursue a claim for maternity allowance.

## **10.3 Timing of maternity leave**

Ordinary maternity leave can start at any time after the beginning of the 11<sup>th</sup> week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or
- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

If the employee gives birth before her maternity leave was due to start, she must notify the Council in writing of the date of the birth as soon as reasonably practicable.

The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child (four weeks in the case of factory workers).

#### **10.4 Notice requirements**

On becoming pregnant, an employee should notify management as soon as possible. This is important as there are health and safety considerations for the Council.

By the end of the qualifying week, or as soon as reasonably practicable afterwards, the employee is required to inform the Council in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

The employee is permitted to bring forward her maternity leave start date, provided that she advises the Council in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises the Council in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

The Council will formally respond in writing to the employee's notification of her leave plans within 28 days, confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

The employee is required to give at least 28 days' notice of the date that she wants her statutory maternity pay to begin. If it is not possible for the employee to give 28 days' notice, for example if the baby arrives early, she should tell the Council as soon as reasonably practicable.

#### **10.5 Time off for antenatal care**

Once an employee has advised the Council that she is pregnant, she will be entitled not to be unreasonably refused paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.

To be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.

Antenatal care may include relaxation and parent craft classes that the employee's

doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.

The employee should endeavour to give her management as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

An individual who has a qualifying relationship with the employee, which includes the employee's husband or civil partner and the father of the expected child, is eligible to take unpaid time off to accompany the employee at up to two antenatal appointments. The individual with the qualifying relationship should ask his/her employer for more details of the right.

## **10.6 Health and safety**

The Council has a duty to take care of the health and safety of all employees. We are also required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding where the work is of a kind that could involve a risk of harm or danger to her health and safety or the health and safety of her baby and the risk arises from either processes, working conditions or physical, chemical or biological agents in the workplace. If applicable, the Council will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the Council will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.

If it is not possible for the Council to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the Council may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.

## **10.7 Sickness absence**

If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contractual sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the Council in writing of this as soon as reasonably practicable.

## **10.8 Rights during maternity leave**

During ordinary maternity leave and additional maternity leave, all terms and conditions of the employee's contract except normal pay will continue. Salary/wages will be replaced by statutory maternity pay if the employee is eligible for it.

This means that, while sums payable by way of wages/salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

Employees are encouraged to take any outstanding holiday due to them before the commencement of maternity leave. Employees are reminded that holiday must be taken in the year that it is earned.

The employee is bound by any terms in her contract relating to disclosure of confidential information, acceptance of gifts or other benefits and participation in any other business.

### **10.9 Contact during maternity leave**

The Council reserves the right to maintain reasonable contact with employees during maternity leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

### **10.10 Keeping-in-touch days**

Employees can agree to work for the Council (or to attend training) for up to 10 days during their maternity leave without that work bringing their maternity leave to an end and without loss of a week's statutory maternity pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Council has no right to require employees to carry out any work and employees have no right to undertake any work during their maternity leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Council.

### **10.11 Returning to work after maternity leave**

The employee may return to work at any time during ordinary maternity leave or additional maternity leave, provided that she gives the appropriate notification. Alternatively, the employee may take her full period of maternity leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of maternity leave has elapsed, she must give at least eight weeks' notice in writing to the Council of the date on which she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary maternity leave. If the employee returns to work after a period of additional maternity leave, she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favourable.

Failure to return to work by the end of maternity leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the maternity leave period.

If the employee decides during maternity leave that she does not wish to return to work, she should give written notice of resignation to the Council as soon as possible and in accordance with the terms of her contract of employment.

### **10.12 Transfer of maternity leave**



### *Shared parental leave*

Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the Council is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the Council's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave.

Employees can refer to the Council's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the mother's maternity leave can be curtailed. The Council's policy on shared parental leave sets out the notice periods with which employees must comply and what evidence they must provide to the Council.

The mother and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

## **10.13 Data protection**

When managing an employee's maternity leave and pay, the Council processes personal data collected in accordance with its privacy standard policy. Data collected from the point at which an employee informs the Council that she is pregnant is held securely and accessed by, and disclosed to, individuals only for the purposes of managing her maternity leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Council's privacy standard policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the Council's disciplinary procedure.

## **11. PATERNITY LEAVE POLICY AND PROCEDURE**

### **11.1 Introduction**

This policy sets out the statutory rights and responsibilities of employees who wish to take paternity leave. The Council recognises that, from time to time, employees may

have questions or concerns relating to their paternity rights. It is the Council's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the paternity provisions are complex, employees should clarify the relevant procedures with their Manager or the Town Clerk to ensure that they are followed.

## **11.2 Paternity leave**

An employee whose wife, civil partner or partner gives birth to a child, or who is the biological father of the child, is entitled to two weeks' paternity leave provided that he/she has 26 weeks' continuous service by the end of the 15<sup>th</sup> week before the week in which the child is expected.

Paternity leave is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either the adoptive father or the adoptive mother may take paternity leave where the other adoptive parent has elected to take adoption leave. A separate policy is available in respect of adoption leave. To be eligible for paternity leave, the employee must have 26 weeks' continuous service ending with the week in which the child's adopter is notified of having been matched with the child for adoption.

To qualify for paternity leave, the employee must also have, or expect to have, responsibility for the upbringing of the child and be making the request to help care for the child or to support the child's mother.

Paternity leave is granted in addition to an employee's normal annual holiday entitlement. Paternity leave must be taken in a single block of one or two weeks within eight weeks of the birth or adoption of the child. If the child is born early, it must be taken from the time of the birth but within eight weeks of the expected date of childbirth. Paternity leave can start either from the date the child is born or placed for adoption or from a chosen number of days or weeks after that date.

Employees who wish to take both paternity leave and shared parental leave must take their period of paternity leave first. An employee cannot take paternity leave if he/she has already taken a period of shared parental leave in relation to the same child.

## **11.3 Notification of paternity leave**

Where an employee wishes to request paternity leave in respect of a birth child, he/she must give his/her line manager 15 weeks' written notice of the date on which his/her partner's baby is due, the length of paternity leave he/she wishes to take and the date on which he/she wishes the leave to commence.

In the case of an adopted child, the employee must give written notice of his/her intention to take paternity leave no later than seven days after the date on which notification of the match with the child was given by the adoption agency. The notice must specify the date the child is expected to be placed for adoption, the date the employee intends to start paternity leave, the length of the intended paternity leave period and the date on which the adopter was notified of having been matched with the child.

If an employee subsequently wishes to change the timing of the paternity leave, he/she must give 28 days' written notice of the new dates. The employee must also, if so requested, complete and sign a self-certificate declaring that he/she is entitled to paternity leave and statutory paternity pay.

#### **11.4 Statutory paternity pay**

Pay during paternity leave will be at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate. However, employees whose average weekly earnings are below the lower earnings limit for national insurance contributions will not be eligible for statutory paternity pay.

Statutory paternity pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

Statutory paternity pay can start from any day of the week in accordance with the date the employee starts his/her paternity leave.

If you do not qualify for SPP then the Council will inform you and will complete an SPP1 form to inform the Inland Revenue.

#### **11.5 Time off for antenatal care**

Employees have the right to take time off to accompany a pregnant woman with whom they are having a child at up to two antenatal appointments. This time off will be unpaid.

To be eligible to take this form of time off, the employee could be the husband or civil partner of the pregnant woman, or could be living with the pregnant woman in an enduring family relationship. In addition, the employee will be eligible for the time off if he is the biological father of the expected child. The antenatal appointment must be made on the advice of a registered medical practitioner, midwife or nurse. The Council expects that normally no more than half a day is needed for an antenatal appointment, but the employee's leave includes the time needed to travel to the appointment and any waiting time needed at the appointment, and can be for a maximum of six-and-a-half hours on each occasion.

Employees who would like to make a request for time off to accompany someone at an antenatal appointment should in the first instance speak to the Town Clerk.

The employee should endeavour to give his/her line manager as much notice as possible of when he/she needs the time off for the antenatal appointment and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

#### **11.6 Time off to attend adoption appointments**

Employees who are adopting a child are entitled to take time off to attend adoption appointments.

Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments.

The purpose of the appointment is to enable the employee to have contact with the child (for example, to bond with him/her before the placement) or for any other purpose connected with the adoption (for example, to meet with the professionals involved in the care of the child).

The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

The Council will ask the individual for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency (for example, a letter or email from the adoption agency).

### **11.7 Shared parental leave**

Shared parental leave enables mothers or adopters to commit to ending their maternity or adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner.

An employee can choose to take both paternity leave and shared parental leave, but the period of paternity leave must come first. An employee cannot take paternity leave if he/she has already taken a period of shared parental leave in relation to the same child.

Shared parental leave must be taken in blocks of at least one week. Individuals can request to take shared parental leave in one continuous block (in which case the Council is required to accept the request as long as the individual meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the individual needs the Council's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the mother curtailing her maternity leave, or adopter curtailing his/her adoption leave.

Employees can refer to the Council's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the mother's maternity leave can be curtailed. The Council's policy on shared parental leave sets out the notice periods with which employees must comply and what evidence they must provide to the Council.

The mother/adopter and the partner should ensure that they are each liaising with their own employer when making requests for shared parental leave.

### **11.8 Rights on and after return to work**

On resuming work after paternity leave the employee is entitled to return to the same job as he/she occupied before commencing paternity leave on the same terms and conditions of employment as if he/she had not been absent.

### **11.9 Data protection**

When managing an employee's paternity leave and pay, the Council processes personal data collected in accordance with its privacy standard policy. Data collected from the point at which an employee informs the Council that he/she plans to take paternity leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her paternity leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Council's privacy standard policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the Council's disciplinary procedure.

## **12. SHARED PARENTAL LEAVE POLICY AND PROCEDURE**

### **12.1 Introduction to shared parental leave**

This policy sets out the rights of employees to shared parental leave and pay. Shared parental leave enables mothers to commit to ending their maternity leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from maternity leave and opt in to shared parental leave and pay at a later date.

Shared parental leave should not be confused with ordinary parental leave, which is unaffected by shared parental leave. Ordinary parental leave is the entitlement to up to 18 weeks' unpaid leave.

The Council recognises that, from time to time, employees may have questions or concerns relating to their shared parental leave rights. It is the Council's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the shared parental leave provisions are complex, if an employee wishes to take shared parental leave, he/she should clarify the relevant procedures with the Town Clerk to ensure that they are followed correctly.

### **12.2 Definitions under this shared parental leave policy**

The following definitions are used in this policy:

- "Mother" means the mother or expectant mother of the child.
- "Partner" means the father of the child, or the person who, at the date of the child's birth, is married to, the civil partner of, or the partner of the mother. This includes someone, of either sex, who lives with the mother and the child in an enduring family relationship but who is not the mother's child, parent, grandchild, grandparent, sibling, aunt, uncle, niece or nephew.
- "Expected week of childbirth" means the week, starting on a Sunday, during which the mother's doctor or midwife expects her to give birth.

### **12.3 Scope of this shared parental leave policy**

This policy applies in relation to employees of the Council, whether they are the mother or the partner. If it is the mother who is employed by the Council, her partner must (where relevant) submit any notifications to take shared parental leave set out in this policy to his/her own employer, which may have its own shared parental leave policy in place, if he/she wants to take a period of shared parental leave.

Similarly, if it is the partner who is employed by the Council, the mother must (where relevant) submit any notifications to take shared parental leave to her own employer.

The mother and the partner should ensure that they are each liaising with their own employer to ensure that requests for shared parental leave are handled as smoothly

as possible.

## **12.4 Amount of shared parental leave available**

The amount of shared parental leave to which an individual is entitled will depend on when the mother brings her maternity leave period to an end and the amount of leave that the other parent takes in respect of the child. Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the Council is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of discontinuous blocks of leave (in which case the employee needs the Council's agreement). A maximum of three requests for leave per pregnancy can normally be made by each parent.

The first two weeks following birth are the compulsory maternity leave period and are reserved for the mother. This means that the mother cannot curtail her maternity leave to take shared parental leave until two weeks after the birth and the maximum period that the parents could take as shared parental leave is 50 weeks between them (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

However, the mother's partner can begin a period of shared parental leave at any time from the date of the child's birth (but the partner should bear in mind that he/she is entitled to take up to two weeks' paternity leave following the birth of his/her child, which he/she will lose if shared parental leave is taken first). The mother and partner must take any shared parental leave within 52 weeks of birth.

## **12.5 Eligibility for shared parental leave**

For employees to be eligible to take shared parental leave, both parents must meet certain eligibility requirements.

### *Mother's eligibility for shared parental leave*

The mother is eligible for shared parental leave if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the Council until the week before any period of shared parental leave that she takes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is entitled to statutory maternity leave in respect of the child; and
- complies with the relevant maternity leave curtailment requirements (or has returned to work before the end of statutory maternity leave), and shared parental leave notice and evidence requirements.

In addition, for the mother to be eligible for shared parental leave, the partner must:

- have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks; and
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child.

### *Partner's eligibility for shared parental leave*

The partner is eligible for shared parental leave if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with the Council until the week before any period of shared parental leave that he/she takes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- complies with the relevant shared parental leave notice and evidence requirements.

In addition, for the partner to be eligible for shared parental leave, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- be entitled to statutory maternity leave, statutory maternity pay or maternity allowance in respect of the child; and
- comply with the relevant maternity leave or pay curtailment requirements (or have returned to work before the end of statutory maternity leave).

## **12.6 Notice requirements for shared parental leave**

The notices that the parents must give to the relevant employer to be able to take shared parental leave are made up of three elements. They are:

- a "maternity leave curtailment notice" from the mother setting out when she proposes to end her maternity leave (unless the mother has already returned to work from maternity leave);
- a "notice of entitlement and intention" from the employee giving an initial, non-binding indication of each period of shared parental leave that he/she is requesting; and
- a "period of leave notice" from the employee setting out the start and end dates of each period of shared parental leave that he/she is requesting.

The notice periods set out below are the minimum required by law. However, the earlier the employee informs the Council of his/her intentions, the more likely it is that the Council will be able to accommodate the employee's wishes, particularly if he/she wants to take periods of discontinuous leave.

Employees are advised that, if they have already decided the pattern of shared parental leave that they would like to take, they can provide more than one type of notice at the same time. For example, the mother could provide a maternity leave curtailment notice, notice of entitlement and intention and period of leave notice at the same time. Similarly, the partner could provide his/her notice of entitlement and intention and period of leave notice at the same time.

### *Mother's notice curtailing maternity leave*

Before the mother or partner can take shared parental leave, the mother must either return to work before the end of her maternity leave (by giving the required eight weeks' notice of her planned return) or provide her employer with a maternity leave curtailment notice. The maternity leave curtailment notice must be in writing and state the date on which maternity leave is to end. That date must be:

- after the compulsory maternity leave period, which is the two weeks after birth;
- at least eight weeks after the date on which the mother gave the maternity leave curtailment notice to her employer; and
- at least one week before what would be the end of the additional maternity leave period.

The mother must provide her maternity leave curtailment notice at the same time she provides either her notice of entitlement and intention or a declaration of consent and entitlement signed by the mother confirming that her partner has given his/her employer a notice of entitlement and intention.

#### *Revocation of maternity leave curtailment notice*

The mother can withdraw her notice curtailing her maternity leave in limited circumstances. The withdrawal of a maternity leave curtailment notice must be in writing and can be given only if the mother has not returned to work. The mother can withdraw her maternity leave curtailment notice if:

- it is discovered that neither the mother nor the partner are entitled to shared parental leave or statutory shared parental pay and the mother withdraws her maternity leave curtailment notice within eight weeks of the date on which the notice was given;
- the maternity leave curtailment notice was given before the birth of the child and the mother withdraws her maternity leave curtailment notice within six weeks of the child's birth; or
- the partner has died.

#### *Employee's notice of entitlement and intention*

The employee, whether the mother or the partner, must provide the Council with a non-binding notice of entitlement and intention. The employee's notice of entitlement and intention, which must be in writing and provided at least eight weeks before the start date of the first period of shared parental leave to be taken by the employee, must set specific information. For more information about the notice of entitlement and intention requirements, please speak to the Town Clerk.

### **12.7 Continuous period of shared parental leave**

If the employee submits a period of leave notice requesting one continuous period of leave, he/she will be entitled to take that period of leave.

### **12.8 Discontinuous periods of shared parental leave**

The employee may submit a period of leave notice requesting discontinuous periods of leave. For example, the mother and partner could request a pattern of leave from their respective employers that allows them to alternate childcare responsibilities.

If the employee submits a period of leave notice requesting discontinuous periods of leave, the Council may consent to the pattern of leave requested, propose an alternative pattern of leave, or refuse the pattern of leave requested.

### **12.9 Amount of shared parental pay available**

Statutory shared parental pay is available for eligible parents to share between them while on shared parental leave. The number of weeks' statutory shared parental pay available to the parents will depend on how much statutory maternity pay or maternity



allowance the mother has been paid when her maternity leave or pay period ends.

A total of 39 weeks' statutory maternity pay or maternity allowance is available to the mother. As there is a compulsory maternity leave period of two weeks [or four weeks for factory workers], this means that a mother who ends her maternity leave at the earliest opportunity could share up to 37 weeks' statutory shared parental pay with her partner [35 weeks' statutory shared parental pay can be shared if the mother is a factory worker] (although it will normally be less than this because of the maternity leave that mothers usually take before the birth).

Any statutory shared parental pay due during shared parental leave will be paid at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

It is up to the parents as to who is paid the statutory shared parental pay and how it is apportioned between them.

### **12.10 Eligibility for statutory shared parental pay**

For employees to be eligible for statutory shared parental pay, both parents must meet certain eligibility requirements.

#### *Mother's eligibility for statutory shared parental pay*

The mother is eligible for statutory shared parental pay if she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with her employer until the week before any period of shared parental pay that she gets;
- has normal weekly earnings for a period of eight weeks ending with the 15th week before the expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child;
- is absent from work and intends to care for the child during each week in which she receives statutory shared parental pay; and
- is entitled to statutory maternity pay in respect of the child, but the maternity pay period has been reduced.

In addition, for the mother to be eligible for statutory shared parental pay, the partner must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks.

#### *Partner's eligibility for statutory shared parental pay*

The partner is eligible for statutory shared parental pay if he/she:

- has at least 26 weeks' continuous employment ending with the 15th week before the expected week of childbirth and remains in continuous employment with his/her employer until the week before any period of shared parental pay that he/she gets;
- has normal weekly earnings for eight weeks ending with the 15th week before the

- expected week of childbirth of at least the lower earnings limit for national insurance contribution purposes;
- has, at the date of the child's birth, the main responsibility, apart from the mother, for the care of the child; and
  - is absent from work and intends to care for the child during each week in which he/she receives statutory shared parental pay.

In addition, for the partner to be eligible, the mother must:

- have been employed or been a self-employed earner during at least 26 of the 66 weeks immediately preceding the expected week of childbirth;
- have average weekly earnings of at least the maternity allowance threshold [currently £30] for any 13 of those 66 weeks;
- have, at the date of the child's birth, the main responsibility, apart from the partner, for the care of the child; and
- be entitled to statutory maternity pay or maternity allowance in respect of the child, but the maternity pay period or maternity allowance period has been reduced.

### **12.11 Rights during shared parental leave**

During shared parental leave, all terms and conditions of the employee's contract except normal pay will continue. Salary/wages will be replaced by statutory shared parental pay if the employee is eligible for it.

This means that, while sums payable by way of wages/salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue. Pension contributions will continue to be paid.

### **12.12 Contact during shared parental leave**

The Council reserves the right to maintain reasonable contact with employees during shared parental leave. This may be to discuss employees' plans for their return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

An employee can agree to work for the Council (or to attend training) for up to 20 days during shared parental leave without that work bringing the period of his/her shared parental leave and pay to an end. These are known as "shared-parental-leave-in-touch" (SPLIT) days.

The Council has no right to require employees to carry out any work and employees have no right to undertake any work during their shared parental leave. Any work undertaken, and the amount of salary paid for any work done on SPLIT days, is entirely a matter for agreement between employees and the Council.

If you are entitled to receive statutory shared parental pay for any week during which you attend work for SPLIT days, you will still receive this in the usual way. In addition, we will also pay you for each hour that you work during a SPLIT day at your normal rate of pay.

### **12.13 Returning to work following shared parental leave**

The employee has the right to resume working in the same job when returning to work from shared parental leave if the period of leave, when added to any other period of shared parental leave, statutory maternity leave or statutory paternity leave taken by the employee in relation to the same child, is 26 weeks or less.

If the employee is returning to work from shared parental leave and the period of leave taken is more than 26 weeks, when added to any other period of shared parental leave, statutory maternity or paternity leave taken in relation to the same child, or was the last of two or more consecutive periods of statutory leave that included a period of ordinary parental leave of more than four weeks, or a period of additional maternity leave, the employee has the right to return to the same job unless this is not reasonably practicable. In these circumstances, if it is not reasonably practicable for the Council to permit a return to the same job, the employee has the right to return to another job that is suitable and appropriate for him/her.

#### **12.14 Data protection**

When managing an employee's shared parental leave and pay, the Council processes personal data collected in accordance with its data protection policy. Data collected from the point at which an employee informs the Council that he/she plans to take shared parental leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her shared parental leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Council's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the Council's disciplinary procedure.

### **13. ADOPTION LEAVE POLICY AND PROCEDURE**

#### **13.1 Introduction to adoption rights and benefits**

This policy sets out the rights of employees to statutory adoption leave and pay. An employee who adopts a child through an approved adoption agency is entitled to up to 52 weeks' adoption leave, provided that he/she has at least 26 weeks' continuous service calculated as at the week in which notification of matching is given by the adoption agency. The employee's entitlement is to take up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave. The employee's maximum entitlement is therefore to take up to 52 weeks' adoption leave.

All employees who take adoption leave have the right to return to work at any time during either ordinary adoption leave or additional adoption leave, subject to their following the correct notification procedures as set out below.

#### **13.2 Who qualifies for statutory adoption pay and how much will the employee receive?**

Employees who qualify for adoption leave will also qualify for statutory adoption pay, provided that their average weekly earnings are not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks at a rate set by the Government for the relevant tax year, or at 90% of the employee's average weekly earnings, if this figure is lower than the Government's set weekly rate.

Statutory adoption pay is treated as earnings and is therefore subject to PAYE and national insurance deductions.

### **13.3 Timing of adoption leave**

Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier.

To make administration as easy as possible, the employee should discuss the timing of his/her adoption leave with his/her immediate manager as early as possible.

### **13.4 Notice requirements**

To be entitled to take adoption leave and receive statutory adoption pay, the employee is required to give the Town Clerk written notification of his/her intention to take adoption leave no later than seven days after the date on which notification of the match with the child was provided by the adoption agency.

Notice, which must be in writing if the Council requests it, must specify the date the child is expected to be placed with the employee for adoption and the date the employee intends his/her adoption leave to start.

The employee is permitted to bring forward his/her adoption leave start date, provided that he/she advises the Town Clerk in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone his/her adoption leave start date, provided that he/she advises the Town Clerk in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable. The employee must also, if the Council requests it, provide evidence of entitlement to adoption leave and pay by producing a "matching certificate" from the adoption agency.

Within 28 days of receiving the employee's notice of intention to take adoption leave, the Council will write to the employee confirming the latest date on which the employee must return to work after adoption leave.

### **13.5 Rights during adoption leave**

During ordinary adoption leave and additional adoption leave, all terms and conditions of the employee's contract except normal pay will continue. Salary/wages will be replaced by statutory adoption pay if the employee is eligible for it.

This means that, while sums payable by way of wages/salary will cease, all other benefits will remain in place. For example, holiday entitlement will continue to accrue and pension contributions will continue to be paid.

Employees are encouraged to take any outstanding holiday due to them before the commencement of adoption leave. Employees are reminded that holiday must be taken in the year that it is earned.

### **13.6 Contact during adoption leave**

The Council reserves the right to maintain reasonable contact with employees during adoption leave. This may be to discuss employees' plans for return to work, to discuss any special arrangements to be made or training to be given to ease their return to work or to update them on developments at work during their absence.

### **13.7 Keeping-in-touch days**

Employees can agree to work for the Council (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes.

The Council has no right to require employees to carry out any work and employees have no right to undertake any work during their adoption leave. Any work undertaken, and the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between employees and the Council.

### **13.8 Returning to work after adoption leave**

The employee may return to work at any time during ordinary adoption leave or additional adoption leave, provided that he/she gives the appropriate notification. Alternatively, the employee may take his/her full period of adoption leave entitlement and return to work at the end of this period. If the employee wishes to return before the full period of adoption leave has elapsed, he/she must give at least eight weeks' notice in writing to the Council of the date on which he/she intends to return.

The employee has the right to resume working in the same job if returning to work from ordinary adoption leave. If the employee returns to work after a period of additional adoption leave, he/she is entitled to return either to the same job or, if this is not reasonably practicable, to another suitable job that is on terms and conditions not less favorable.

Failure to return to work by the end of adoption leave will be treated as an unauthorised absence unless the employee is sick and produces a current medical certificate before the end of the adoption leave period.

If the employee decides during adoption leave that he/she does not wish to return to work, he/she should give written notice of resignation to the Council as soon as possible and in accordance with the terms of his/her contract of employment.

### **13.9 Transfer of adoption leave**

If an employee proposes to return to work by giving proper notification, his/her spouse, civil partner or partner may be eligible to take additional paternity leave (and additional statutory paternity pay) once he/she has returned to work.

The earliest that additional paternity leave may commence is 20 weeks after the adopted child's placement and it must end no later than 12 months after the date of placement. The minimum period of additional paternity leave is two consecutive weeks and the maximum period is 26 weeks.

Further details should be obtained from the employee's spouse's or partner's employer. He/she will be required to submit a written and signed declaration form to that employer, which may also make additional enquiries of the Council to verify its employee's entitlement to additional paternity leave and pay.

### **13.10 Data Protection**

When managing an employee's adoption leave and pay, the Council processes personal data collected in accordance with its privacy standard policy. Data collected from the point at which an employee informs the Council that he/she plans to take adoption leave is held securely and accessed by, and disclosed to, individuals only for the purposes of managing his/her adoption leave and pay. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the Council's privacy standard policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the Council's disciplinary procedure.

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## **14. FLEXIBLE WORKING POLICY**

### **14.1 Entitlement to request a contract variation**

You are entitled to make an application for a contract variation provided you are an employee of the Council and have been continuously employed for a period of not less than 26 weeks;

### **14.2 The application**

In order to request a contract variation, you must first make an application to the Town Clerk in writing which is signed and dated and contains the following details:

- it is a request for a contract variation;
- you have not made a previous application within the last 12 months;

- the flexible working pattern you would like and the date on which it is proposed the change should become effective;
- the effect, if any, you think the change will have on the Council and how, in your opinion, any such effect may be dealt with;

The Council recognises that the working pattern that may suit any particular individual could be a unique one involving a combination of options, such as:

- job-sharing;
- part-time working;
- annualised hours;
- compressed hours;
- flexitime;
- term-time working;
- swapping hours;
- voluntary-reduced working time;
- working from home;
- career breaks;
- flexible shiftworking.

Although the Council is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the business.

Where an instance of flexible working is proposed the Council will need to take into account a number of criteria including (but not limited to) the following:

- the cost of the proposed arrangement;
- the effect of the proposed arrangement on other staff;
- the level of supervision that the post-holder requires;
- the structure of the department and staff resources;
- other issues specific to the individual's department;
- an analysis of the tasks specific to the role, including their frequency and duration;
- an analysis of the workload of the role.

The application will be taken as having been made on the day it is received by the Town Clerk. If you send your application electronically, this will be the day on which it is transmitted.

### **14.3 The meeting with you to discuss your application and the decision**

The Council will hold a meeting with you at a mutually convenient time to discuss your request for a contract variation within 28 days after receiving your application. Alternatively, if, on receiving your application, the Council agrees to your application without needing to discuss it with you, then you will be notified within this period in writing and informed of the contract variation agreed to and the date from which the variation is to take effect.

When a meeting is held to discuss your application, the Council will consider your application carefully and give you notice of the decision within 14 days of the meeting, said notice to be in writing and dated.

The employee will be informed in writing of the decision as soon as is reasonably practicable after the meeting. The request may be granted in full or in part: for example, the Council may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period. The request may be granted in full or in part: for example, the Council may propose a modified version of the request, the request may be granted on a temporary basis, or the employee may be asked to try the flexible working arrangement for a trial period.

If the decision is to refuse your application, the notice will state the grounds, with sufficient explanation to be given as to why those grounds apply and the appeal procedure.

#### **14.4 Reasons for turning down a flexible working request**

The Council will give reasons for the rejection of any request. Those reasons must be for one or more prescribed business reasons, which are:

- the burden of additional costs;
- an inability to reorganise work among existing staff;
- an inability to recruit additional staff;
- a detrimental impact on quality;
- a detrimental impact on performance;
- a detrimental effect on ability to meet customer demand;
- insufficient work for the periods the employee proposes to work; and
- a planned structural change to the business.

#### **14.5 Appeals**

If your application is refused, you will be entitled to appeal against the decision within 14 days. To appeal, you should give notice to the Town Clerk, to be signed and dated and setting out the grounds of appeal.

Within 14 days of receiving your notice, the Council will hold a meeting with you at a mutually convenient time to discuss your request for a contract variation. Alternatively, if the Council upholds your appeal without needing to hold a meeting, then you will be notified in writing within this period and informed of the contract variation agreed to and the date from which the variation is to take effect.

Where a meeting is held to discuss your appeal, the Council will give you notice of the decision within 14 days after the meeting. This notice will be in writing and dated.

If the appeal is upheld and the original decision overturned, the notice will inform you of the contract variation agreed to and state the date from which the variation is to take effect.

If the appeal is dismissed, the notice will state:

- the grounds for the dismissal;
- the sufficient explanation as to why those grounds apply.

#### **14.6 Extension of Time Limits**

In any event, the time limits may be extended by agreement. In these circumstances, the Council will keep a written record of the agreement, specifying the period to which the extension relates and the date the extension ends. This record will be dated and a copy sent to you.



## **14.7 A Right to be Accompanied**

Where a meeting is held under the terms of paragraphs 12.3 or 12.5 above, you have the right to be accompanied at the meeting by a single companion.

Your chosen companion must be a worker employed by the Council or a Trade Union Representative as defined by the Employment Relations Act 1999. This person will be permitted to address the meeting but not answer questions on your behalf.

If your chosen companion is not available at the time proposed for the meeting by the Council, you may propose an alternative time, in which case the meeting will be postponed to the time you propose, provided your proposed date:

- a) is convenient to the Council, you and your companion;
- b) falls before the end of the period of 7 days beginning with the first day after the day proposed by the Council;
- c) is one on which your chosen companion will be allowed to take time off during working hours for the purpose of accompanying you.

## **14.8 Withdrawal of application**

The Council will treat your application as withdrawn where you have:

- a) notified the Council orally or in writing that you are withdrawing the application;
- b) without reasonable cause, failed to attend a meeting under the terms of paragraphs 12.3 or 12.5 above;
- c) without reasonable cause, refused to provide the Council with information required in order to assess whether the contract variation should be agreed to.

The Council will confirm the withdrawal of the application in writing unless you have provided the Council with written notice.

## **15. TIME OFF POLICY**

### **15.1 Compassionate Leave**

In most circumstances staff will be expected to use their annual leave or time off in lieu to meet most personal or family emergencies. In planning the taking of leave throughout the year staff should have in mind that they need to cope with an emergency which is part of everyday life. It should not be assumed that any emergency could be met by compassionate leave.

**Close Relatives** – Staff may be granted up to 5 days leave of absence with pay in cases of the death of a close relative. This is at the absolute discretion of the Town Clerk. Annual leave should not be taken into account in these circumstances. A close relative is described as:

- Wife
- Husband
- Partner
- Parent
- Child or grandchild
- Other dependent (i.e. someone for whom you may care)
- It could also be someone who has acted as a sole carer for you (i.e. grandparent, foster family etc.)

**Other family members** – Staff may be granted paid time off to attend the funeral of a brother or sister, brother or sister – in-law or grandparent (or person standing in a similar relationship) This would normally be one day but up to 3 days may be granted where this is deemed appropriate, for example if the employee is responsible for making funeral arrangements, or there is significant travelling required. Annual leave should not be taken into account in these circumstances.

**Critical Illness** – To help deal with a critical illness of a close relative or where they are a carer for another individual (elderly neighbour who has no other support etc) staff may be granted up to 5 days leave in any leave year. Annual leave should not be taken into account in these circumstances.

Compassionate leave can be approved by the Town Clerk up to the 5-day (paid) maximum. It is important to recognise that from time to time staff may need to be granted leave with minimum notice, to make arrangements for dependant relatives. In emergencies staff will be granted leave immediately and arrangements made for consideration to be given to whether or not annual leave, compassionate leave, or unpaid leave is granted at a later date. Staff shall manage their leave entitlement to enable, as far as possible, for the needs of personal/family emergencies to be met. In the event of a bereavement, or critical illness where the member of staff is the carer, requiring leave in excess of the provisions above, consideration should be given to their outstanding leave entitlement or any leave time the employee has accrued and which might be used to meet the requirement. In exceptional cases unpaid leave will be considered, depending on the circumstances.

## 15.2 Domestic Emergencies

The Council recognises that staff will occasionally experience unforeseen emergencies at home, such as burst pipes, the failure of a heating system, a fire or a burglary. This policy is intended to allow those who experience genuine domestic emergencies to take a reasonable amount of time off during normal hours of work in order to deal with that emergency. This policy does not, however, apply to dealing with planned domestic issues, such as routine house or appliance repairs, house refurbishment, the installation of new appliances, the delivery of furniture or other goods, house valuations etc.

In the event of a domestic emergency occurring while at work, staff must immediately inform the Manager or the Chairman, Vice Chairman or Treasurer of the nature of the emergency and seek their express permission to leave work early.

In the event of a domestic emergency occurring outside normal hours of work, staff must contact the Manager or the Chairman, Vice Chairman or Treasurer at the earliest possible opportunity and as close to the normal start time as possible.

Once the immediate crisis has been taken care of, staff are expected to return to work.

There is no contractual right to be paid for approved absences relating to domestic emergencies. Any payment of salary during time off is made at the absolute discretion of the Council.

The Council reserves the right to ask for supporting evidence of the domestic emergency on return to work. It is a serious disciplinary offence to dishonestly take time off to deal with a domestic emergency. Any offence will be dealt with in accordance with the disciplinary procedure and, depending on the circumstances, could amount to gross misconduct rendering you liable to summary dismissal.

### **15.3 Time off for dependants**

All staff are entitled to take a reasonable amount of time off during normal hours of work in order to deal with family emergencies. There is no contractual or statutory right to be paid for absences relating to family emergencies. Any payment of salary during time off is made at the absolute discretion of the Town Clerk.

The right to take time off enables staff to deal with an unexpected or sudden problem and make any necessary longer term arrangements:

- If a dependant falls ill or has been involved in an accident or assaulted
- When a partner is having a baby
- To make longer-term care arrangements for a dependant who is ill or injured
- To deal with the death of a dependant, for example, making funeral arrangements
- To deal with an unexpected disruption or breakdown in care arrangements for a dependant, for example, when a child-minder fails to turn up
- To deal with an incident involving your child whilst they are at school.

For these purposes, a “dependant” is a spouse, partner, child or parent or someone who lives as part of the family. It does not include tenants, boarders or employees living in the family home. In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on the member of staff for assistance. This may be where you are they are the primary carer or the only person who can help in an emergency.

In the event of a family emergency occurring while at work, staff must immediately inform your the Manager or the Chairman, Vice Chairman or Treasurer of the nature of the emergency and seek their express permission to leave work early.

In the event of a family emergency occurring outside normal hours of work which will prevent staff from reporting to work at the normal start time, they must contact the Manager or the Chairman, Vice Chairman or Treasurer as soon as reasonably practicable and as close to the normal start time as possible. In any event, this must be no later than two hours after the normal start time. Staff should give details of the nature of the emergency, the reason for the absence and how long they expect to be absent from work. Where the emergency is on-going, they must report to the Manager or the Chairman, Vice Chairman or Treasurer on a daily basis and always at least one hour before the normal start time. They must update the Manager or the Chairman, Vice Chairman or Treasurer on the reason for the on-going absence and how long they expect it to continue.

The Council envisages that the amount of leave taken will, in most cases, be one or two days at most. The leave to which staff are entitled is enough to help cope with the immediate crisis. Staff must actively seek alternative longer-term care arrangements for the care of a dependant within one day of the emergency occurring. Should it not be possible to make such arrangements, they must make contact and explain why further absence is required. Authorisation of such continued absence will be at the absolute discretion of the Manager or the Chairman, Vice Chairman or Treasurer.

The right to time off under these rules is intended to cover unforeseen family emergencies. If it is known in advance that time off is needed, staff should speak to the Manager or the Chairman, Vice Chairman or Treasurer about the possibility of taking such time as part of your annual leave entitlement.

The Council reserves the right to ask for supporting evidence of the family emergency on return to work. Staff are reminded that it is a serious disciplinary offence to knowingly provide false information or to dishonestly claim a right to time off to deal with a family emergency. Any offence will be dealt with in accordance with the disciplinary procedure and, depending on the circumstances, could amount to gross misconduct rendering you liable to summary dismissal.

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## 16. DATA PROTECTION POLICY AND PROCEDURE

### 16.1 Introduction

The Council is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations. This policy sets out the Council's commitment to data protection, and individual rights and obligations in relation to personal data.

This policy applies to the personal data of job applicants, employees, workers, contractors, and former employees, referred to as HR-related personal data. This policy does not apply to the personal data of clients or other personal data processed for business purposes.

To enable the Council to comply with all of its statutory obligations under the General Data Protection Regulations (GDPR), which is effective from 25 May 2018, employees are expected to comply with the legislation. It is a condition of employment that employees abide by the rules of this policy and the legislation. Any employee found to have knowingly and seriously breached the policy and/or legislation could be subjected to disciplinary proceedings up to and including summary dismissal and criminal liability.

The Council has appointed **[insert name and job title]** as the person with responsibility for data protection compliance within the Council. He/she can be contacted at **[insert email address]**. Questions about this policy, or requests for further information, should be directed to him/her.

#### *Definitions*

**"Data Controller"**: the person or Council that determines when, why and how to process Personal Data. It is responsible for establishing practices and policies in line with the GDPR. The Council is the Data Controller of all Personal Data relating to our Personnel Data used in our business for our own purposes.

**"Personal data"** is any information that relates to a living individual who can be identified from that information including factual information or opinions of that individual's actions or behaviour. Processing is any use that is made of data, including collecting, storing, amending, disclosing or destroying it.

**"Special categories of personal data"** means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and genetic and biometric data.

**"Criminal records data"** means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

### 16.2 Data protection principles

The Council processes HR-related personal data in accordance with the following data protection principles:

- The Council processes personal data lawfully, fairly and in a transparent manner.
- The Council collects personal data only for specified, explicit and legitimate purposes.
- The Council processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.

- The Council keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.
- The Council keeps personal data only for the period necessary for processing.
- The Council adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.

The Council tells individuals the reasons for processing their personal data, how it uses such data and the legal basis for processing in its privacy notices. It will not process personal data of individuals for other reasons. Where The Council relies on its legitimate interests as the basis for processing data, it will carry out an assessment to ensure that those interests are not overridden by the rights and freedoms of individuals.

Where The Council processes special categories of personal data or criminal records data to perform obligations or to exercise rights in employment law, this is done in accordance with a policy on special categories of data and criminal records data.

The Council will update HR-related personal data promptly if an individual advises that his/her information has changed or is inaccurate.

Personal data gathered during the employment, worker, contractor relationship, or apprenticeship or internship is held in the individual's personnel file (in hard copy or electronic format, or both), and on HR systems. The periods for which The Council holds HR-related personal data are contained in its privacy notices to individuals.

The Council keeps a record of its processing activities in respect of HR-related personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

### **16.3 Individual rights**

As a data subject, individuals have a number of rights in relation to their personal data.

#### *Subject access requests*

Individuals have the right to make a subject access request. If an individual makes a subject access request, The Council will tell him/her:

- whether or not his/her data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from the individual;
- to whom his/her data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers;
- for how long his/her personal data is stored (or how that period is decided);
- his/her rights to rectification or erasure of data, or to restrict or object to processing;
- his/her right to complain to the Information Commissioner if he/she thinks the Council has failed to comply with his/her data protection rights; and
- whether or not the Council carries out automated decision-making and the logic involved in any such decision-making.

The Council will also provide the individual with a copy of the personal data undergoing processing. This will normally be in electronic form if the individual has made a request electronically, unless he/she agrees otherwise.

To make a subject access request, the individual should send a written request to **[insert name and email address]**. In some cases, The Council may need to ask for proof of identification before the request can be processed. The Council will inform the individual if it needs to verify his/her identity and the documents it requires.

The Council will normally respond to a request within a period of one month from the date it is received. In some cases, such as where The Council processes large amounts of the individual's data, it may respond within three months of the date the request is received. The Council will write to the individual within one month of receiving the original request to tell him/her if this is the case.

If a subject access request is manifestly unfounded or excessive, The Council is not obliged to comply with it. Alternatively, The Council can agree to respond but will charge a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the Council has already responded. If an individual submits a request that is unfounded or excessive, The Council will notify him/her that this is the case and whether or not it will respond to it.

#### *Other rights*

Individuals have a number of other rights in relation to their personal data. They can require the Council to:

- rectify inaccurate data;
- stop processing or erase data that is no longer necessary for the purposes of processing;
- stop processing or erase data if the individual's interests override the Council's legitimate grounds for processing data (where the Council relies on its legitimate interests as a reason for processing data);
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not the individual's interests override the Council's legitimate grounds for processing data to ask the Council to take any of these steps, the individual should send the request to a **[insert name and email address]**.

## **16.4 Data security**

The Council takes the security of HR-related personal data seriously. The Council has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

Where the Council engages third parties to process personal data on its behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

Where equipment, such as laptops and files, is taken off site this presents a greater risk of loss, theft or damage to personal data. Employees must therefore take particular care when equipment or manual files are used to store or process personal data in other locations outside the Council and they must ensure they follow the Council's relevant policies relating to the security of information, and the use of computers for working at home/bringing your own device to work.

## **16.5 Impact assessments**

Some of the processing that the Council carries out may result in risks to privacy. Where processing would result in a high risk to individual's rights and freedoms, the Council will carry out a data protection impact assessment to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for individuals and the measures that can be put in place to mitigate those risks.

## **16.6 Data breaches**

If the Council discovers that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of individuals, it will report it to the Information Commissioner within 72 hours of discovery. The Council will record all data breaches regardless of their effect.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, it will tell affected individuals that there has been a breach and provide them with information about its likely consequences and the mitigation measures it has taken.

## **16.7 International data transfers**

The Council will not transfer HR-related personal data to countries outside the EEA.

## **16.8 Individual responsibilities**

Individuals are responsible for helping The Council keep their personal data up to date. Individuals should let The Council know if data provided to The Council changes, for example if an individual moves house or changes his/her bank details.

Individuals may have access to the personal data of other individuals and of our customers and clients in the course of their employment, contract, volunteer period, internship or apprenticeship. Where this is the case, The Council relies on individuals to help meet its data protection obligations to staff and to customers and clients.

Individuals who have access to personal data are required:

- to access only data that they have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the Council) who have appropriate authorisation;
- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, and secure file storage and destruction);
- not to remove personal data, or devices containing or that can be used to access personal data, from the Council's premises without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device;
- not to store personal data on local drives or on personal devices that are used for work purposes; and
- to report data breaches of which they become aware to a Director immediately.



It is the responsibility of the individual holding the personal data to ensure that appropriate security precautions are taken to ensure that personal data is not accessible to unauthorised staff. In particular, an employee should ensure that he/she:

- must not share personal network, or any other, passwords with anyone else;
- should keep their computer locked when not using it and also ensure paper files are kept locked away when not in use;
- must not use data which has not been kept up-to-date;
- must follow the timeframes detailed on the retention register of data for the purposes of destroying data and ensure it is destroyed appropriately;
- does not pass on or processes personal information about an individual without their consent;
- does not keep personal information longer than necessary;
- does not send personal information outside the country;
- does not seek to gain access to restricted areas of the network or other “hacking activities”; this is strictly forbidden
- is aware that, where sensitive and confidential information needs to be sent via email for practical reasons, that email is essentially a non-confidential means of communication. Emails can easily be forwarded or archived without the original sender’s knowledge. They may be read by persons other than those they are intended for;
- must not discuss any sensitive or confidential matter whatsoever with any outside organisation including the media

If an employee acquires any personal information in error by whatever means, he/she shall inform a director immediately and, if it is not necessary for him/her to retain the information, arrange for it to be handled by the appropriate individual within the Council. It is important this information remains confidential and is not disclosed to others.

An employee must not take any personal information away from the Council’s premises save in circumstances where he/she has obtained prior consent of a director.

If an employee is in any doubt about what he/she may or may not do with personal information, he/she should seek advice from their manager/director. If he/she cannot get in touch with either of these individuals, he/she should not disclose the information concerned.

An employee must not take employment records off site (whether electronic or paper format) without prior authorisation from a Director. Any employees taking records offsite must ensure that he/she does not leave his/her laptop, other device or any hard copies of employment records on the train, in the car or any other public place. He/she must also take care when observing the information in hard copy or on-screen that such information is not viewed by anyone who is not legitimately privy to that information.

## **16.9 Consequences of non-compliance**

Failing to observe these requirements may amount to incurring personal criminal liability and/or a disciplinary offence, which will be dealt with under The Council’s disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing employee or customer data without authorisation or a legitimate reason to do so, may constitute gross misconduct and could lead to dismissal without notice.

If an employee considers that the policy has not been followed, this matter must be raised with a director immediately.

#### **16.10 Monitoring**

The Council may monitor employees by various means including, but not limited to, recording employee's activities on CCTV, checking emails, listening to voicemails and monitoring telephone conversations. If this is the case, The Council will inform the employee that monitoring is taking place, how data is being collected, how the data will be securely processed and the purpose for which the data will be used. The employee will usually be entitled to be given any data that has been collected about him/her (where requested). The Council will not retain such data for any longer than is absolutely necessary.

In exceptional circumstances, the Council may use monitoring covertly. This may be appropriate where there is, or could potentially be, damage caused to the Council by the activity being monitored and where the information cannot be obtained effectively by any non-intrusive means (for example, where an employee is suspected of stealing property belonging to the Council). Covert monitoring will take place only with approval of a director.

#### **16.11 Training**

The Council will provide training to all individuals about their data protection responsibilities as part of the induction process and at regular intervals thereafter.

Individuals whose roles require regular access to personal data, or who are responsible for implementing this policy or responding to subject access requests under this policy, will receive additional training to help them understand their duties and how to comply with them.

## **17. SMOKING POLICY AND PROCEDURE**

### **17.1 Introduction**

The Council recognises that the health, safety and welfare of employees, sub-contractors and anyone else directly affected by the Council's operations are of prime importance. The Council has therefore developed and enforces a dedicated smoking policy, conforming to the requirements of the smoke-free legislation.

### **17.2 Application**

This policy is applicable to all employees at whatever level of the Council's hierarchy, as well as sub-contractors who undertake activities on behalf of the Council and any visitors to/customers on the Council's premises. This policy and its mandatory application will be communicated to all employees, sub-contractors, visitors/customers and interested parties.

As part of the Council's induction process, new starters should be told about this policy and shown where it is located in the Council's staff handbook. Employees are responsible for informing their visitors to the premises/customers that they are serving of this policy.

### **17.3 Prohibition on smoking**

Smoking is prohibited within the Council's premises, except in certain designated outside areas. The Council provides receptacles for smokers to dispose of cigarette butts and other smoking waste at all outside locations where smoking is allowed.

Employees who go outside to smoke are restricted to taking one short smoking break in the morning and one in the afternoon, with a maximum of ten minutes per break. Employees should inform their manager if they wish to take a smoking break and ensure that there is sufficient cover before taking a break. Employees who wish to take a smoking break must clock out before doing so.

The Council does not have an indoor smoking room on any of its premises.

#### **17.4 Vehicles**

The Council does not permit workers to smoke in Council vehicles.

#### **17.5 Electronic Cigarettes**

The Council acknowledges that some employees may wish to make use of electronic cigarettes ("e-cigarettes") in the workplace, particularly as an aid to giving up smoking. E-cigarettes are battery-powered products that release a visible vapour that contains liquid nicotine that is inhaled by the user.

Although they fall outside the scope of smoke -free legislation, the Council prohibits the use of e-cigarettes in the workplace. The Council's rationale for a ban on e-cigarettes is that:

Although they do not produce smoke e-cigarettes produce a vapour that could provide an annoyance or health risk to other employees;

Some e-cigarette models can, particularly from a distance, look like real cigarettes, making a smoking ban difficult to police, and creating an impression for visitors/customers/other employees that it is acceptable to smoke.

#### **17.6 Signage**

The Council displays signs that make it clear that smoking is prohibited on its premises. The Council also requires that no-smoking signs are displayed in those of its vehicles that are subject to the ban.

#### **17.7 Assistance for employees to give up smoking**

The Council recognises the difficulty that employees who wish to give up smoking may face. Support is available from the NHS Smoking Helpline/other NHS services /doctors /local support groups.

#### **17.8 Non-compliance**

Any infringement of these rules by an employee may result in appropriate disciplinary action, which will be dealt with in accordance with the Council's disciplinary procedure. Employees are also reminded that it is a criminal offence for employees to smoke in smoke free areas, with a fixed penalty of £50 or prosecution and a fine of up to £200.

Visitors who are smoking in smoke-free areas should be reminded of the no-smoking signs and asked to stop. If a visitor continues to smoke, employees should explain that the customer is committing a criminal offence and will not be served if he/she continues to do so. If the visitor still refuses to stop smoking, staff should ask the customer to leave the premises and, where relevant, direct him/her to where he/she can smoke.

#### **17.9 Maintaining this policy**

The Council will monitor the effectiveness of this policy and its general compliance within the Council.

This policy will be kept up to date and amended accordingly to reflect any changes in response to revised legislation and applicable standards and guidelines.

This policy is fully supported by the Council. In support of this intent, the policy will be reviewed at least annually.

## **18. COUNCIL VEHICLE POLICY AND PROCEDURE**

### **18.1 Introduction**

It is the policy of the Council to provide vehicles where there is a justifiable business case to do so, normally for those who are required to travel in the course of their employment. Any vehicle provided to an employee will remain the Council's exclusive property and may be used by only the employee and his/her partner/authorised family members subject to the Council's policy in force from time to time.

The Council reserves the right to determine the value, make and model of the vehicle to be provided to the employee and to change, vary or withdraw the employee's allocated vehicle at any time for any reason.

If, for any reason, the employee is suspended from work, is placed on garden leave or is working out a period of notice, the Council reserves the right to withdraw the employee's Council vehicle.

### **18.2 Conditions of entitlement**

The provision of a Council vehicle is subject to the employee holding and continuing to hold a current, full driving licence. Before being allocated a Council vehicle, the employee must sign a declaration, provide an original copy of their valid driving licence, and consent to the Council checking the driving licence using the DVLA online checking service.

Employee's shall once a year, or as requested by the Council, provide to the Council an authority code allowing the Council to check the status of the Employees driving licence on line at DVLA.

It is also a condition of being allocated a Council vehicle that the employee declares to the Council any current driving convictions or penalty points received. The employee is also required to notify the Council in writing of any motoring offences (including parking tickets) with which he/she or his/her partner/any family member who is authorised to drive the vehicle has been charged or convicted.

Where an employee incurs driving fines, including parking tickets, the responsibility for paying these rests with the employee. Disciplinary action will be taken against any employee who incurs fines or penalties that are either not declared or not paid.

### **18.3 Use of the vehicle**

The Council permits employees who are allocated a Council vehicle to use it for personal purposes as well as on Council business.

If the employee wishes to take the Council vehicle overseas for either business or personal use, prior written authorisation must be obtained from the Council. The employee is required to give at least one month's notice of any request to take the vehicle overseas.

No person under the age of 21 will normally be permitted to drive a Council vehicle except where the Council has expressly authorised this.

The only exception to the above principles will be in a genuine emergency, in which case any licensed driver may drive the Council vehicle.

Council vehicles may not under any circumstances be used for any of the following purposes:

- racing or rally driving;
- hire or reward;
- driving tuition of any kind, including tuition of family members.

### **18.4 Maintenance of the Council vehicle**

The expense of taxing, insuring, MOT testing, repairing, maintaining and in so far as attributable to the use of the vehicle for the purposes of the Council's business running the vehicle will be borne by the Council. An agreed monthly allowance will be provided to vehicle users for fuel costs, subject to the absolute discretion of the Town Clerk. It is a condition of the provision of a Council vehicle that the employee ensures that the vehicle is maintained in a safe and roadworthy condition at all times, complying with all existing legal requirements. The employee is therefore responsible for:

- checking all lubricants on a regular basis;
- checking tyre pressure and treads regularly;
- checking all lights regularly;
- cleaning the vehicle internally and externally on a regular basis;
- submitting the vehicle for service at least every 12 months.

## **19. Driving Safely at Work Policy**

### **19.1 Introduction**

The Council shall take all reasonable measures to reduce the risks to staff, other road users and the public resulting from driving to as low as is reasonably practicable.

The Council takes a holistic view of the risks associated with travelling by car by considering both the skills required and behaviour while driving, with particular regard to those travelling long distances or during unsocial hours. The Council shall provide adequate information, instruction and training to employees.

At all times while driving employees shall conduct themselves in accordance with the Council's policy and shall use their own judgment to ensure that they reduce the risks to themselves and to others to as low as is reasonably practicable.

This policy applies to all drivers, i.e anyone who drives to and from clients, to and from work, to and from Council social functions and between other offices, as well as to other locations within the UK for training purposes etc.

The Council will:

- ensure so far as possible that all drivers employed, or acting on behalf of the Council, behave in a safe and considerate manner, obeying all applicable road safety legislation and showing respect for other road users;
- ensure that evidence is provided by all drivers that they hold a full current licence for the class(es) of vehicle(s) that they drive on Council business;
- ensure that evidence of suitable insurance is demonstrated for all privately owned vehicles used for Council business;
- ensure that all drivers of their own vehicle on Council business provide evidence of a current MOT for the car;
- ensure that all drivers advise the Town Clerk in confidence of:
  - all endorsements to their driving licence or disqualification from driving;
  - any change of a privately owned vehicle used for Council business;
  - any change to insurance conditions; and
  - as soon as is practicable after the penalty is imposed or any change occurs;
- ensure that all vehicles owned or operated by the Council are subject to regular servicing by a reputable garage and routine examination by a nominated, competent member of staff who is responsible for ensuring the vehicles' continued road/operational worthiness; and
- ensure that, for Council-owned vehicles, all maintenance procedures, equipment and replacement parts are suitable for the vehicle in question.

Employees will:

- be responsible for their own safety, for any passengers or loads carried in the vehicle and for ensuring that the vehicle is safe to use (including hired vehicles);
- ensure that passengers are carried only in accordance with the vehicle manufacturer's design specification, with a seat for everyone and only one person per seat;
- ensure that seat belts are installed for the driver and all passenger seats and worn on all journeys;
- ensure that your vehicle is registered with DVLA, have a valid vehicle tax disc and a current MOT (if required);
- Ensure that you have the correct driving license required and you produce your photographic and paper driving licence every 12 months to assess your eligibility to drive;
- Ensure that should their vehicle be involved in an accident whilst being used for work, this is reported to the Council;
- Ensure insurance policies have appropriate cover for business use, wording is often "in connection with his/her business". A copy of this certificate must be supplied to the Council with your driving at work form on an annual basis. You will not be allowed to drive for the Council's business or claim mileage expenses before the Council has received a copy of this certificate;
- take breaks every two hours when driving, especially on long-distance trips, to ensure that they do not suffer fatigue;
- wherever possible, share driving on journeys of over two hours' duration;
- plan their journeys to avoid travel in adverse weather or excessive hours;
- if necessary, due to adverse weather, journey length or the number of hours worked, make use of overnight accommodation arranged at the Council's expense at the discretion of the driver;
- record repairs and maintenance needs for Council-owned vehicles in a vehicle-specific log book and draw any concerns/defects to the attention of a line manager as soon as possible;
- report promptly any problems with the condition of hired vehicles to the supplier and also inform your Line Manager;
- Do not use mobile telephones while driving, instead switching to a message service and picking up messages when taking breaks from driving. A copy of the Council's policy regarding the use of mobile phones during driving can be found here;
- find a safe place to park to make telephone calls or receive messages;
- ensure your eyesight is to an acceptable standard; you must be able to read a number plate from a distance of 20.5 metres;



- Ensure that if you have a medical condition, you have informed the DVLA and have taken advice in relation to this. Also ensure that you have informed your line management of any impairment that restricts you from driving safely;
- Ensure that any medication you are taking does not affect your ability to drive safely, for example some medication may cause drowsiness;
- Wherever possible, your vehicle should be parked in a well-lit area;
- Always lock the vehicle when it is unattended;
- Do not drive under the influence of alcohol or drugs;
- Do not leave valuables on view, ensure that they are locked away and out of sight;
- It is advisable to lock your doors whilst driving, especially when driving on your own or at night etc;
- ensure on a long journey take regular breaks to help relax and reduce tiredness;
- You are reminded to that you must comply with your statutory duties whilst driving;
- The Council's insurers will determine liability with regard to the Council's vehicles;
- Under no circumstances should an employee, or any other unauthorised driver, admit liability for an accident. Your insurers will determine liability;
- You are expected to comply, and co-operate, with any legal requirements in respect of any investigation procedures;
- In the event of an accident, you should contact your motoring organisation who will be able to assist you, for example AA, Green Flag, RAC etc. You should also contact your insurance company as soon as possible. It is advisable to have these contact details in your car. Staff who are using their own cars are highly recommended to take out vehicle recovery cover with a recognised and appropriate provider.
- You are also required to inform your line manager as soon as reasonably practicable the details of all collisions/incidents that you may have (whether your fault or someone else's) whilst on Council business;
- You are also required to inform Line Manager of any fixed penalty notices, summons and driving convictions that you receive. You are personally responsible for payment of any fines or other payments due as a result of the issuing of any notice, summons or conviction;
- You are strongly advised not to consume food or drink whilst driving, or attempt to read a detailed map;
- not stop on the hard shoulder of a motorway except in an emergency; and

Additional information is available from the DVLA website.

Should the Council have any concerns in the above areas, as per your contract of employment, it reserves the right to request you to attend a medical examination, at the Council's expense and with your permission, to explore any areas of concern.

You must advise the Council if you have been disqualified from driving, or some other offence prevents you from driving for a period of time. You must also notify the Council of any entitlements or impending prosecutions for driving offences. The Council reserves the right to request a copy of your driving license at any time. The Council also reserves the right to withdraw your lease vehicle if you are disqualified from driving.

If you feel under pressure to continue or begin a journey that you think is unsafe, then you should report this to your immediate line manager. Alternatively, you may raise the issue with the Town Clerk.

## **19.2 Vehicle & Maintenance Checks**

All vehicles should be checked and maintained on a regular basis to ensure that safety – critical parts are in order. It should never be assumed that once a vehicle has been recently serviced or tested that it is still in a safe condition. It would be prudent to ask the garage about anything that may need replacing/addressing before the next service/MOT so these areas can be addressed in order to keep the vehicle safe. Refer to your vehicle manual regarding on-going maintenance checks. In particular, you should check the following: Tyre pressure, tyre tread, tyre damage, exhaust fumes, lights, oil levels, water/anti-freeze levels in radiator, brake fluid, indicators, windscreen fluid and wiper blades.

Useful advice on what to do in the event of a breakdown will be contained in your vehicle manual or through a breakdown website such as [www.theaa.com](http://www.theaa.com) or [www.rac.co.uk](http://www.rac.co.uk) or [www.greenflag.com](http://www.greenflag.com).

## **19.3 Driving long distances and the working day duration**

Working long hours, which includes driving long distances, can increase the possibility of accidents. This is especially so in poor driving conditions such as those caused by adverse weather conditions.

When attending meetings or training sessions, which involve driving, every effort should be made to ensure that sufficient time is allowed to complete journeys safely. The Council does not want to put any employees at risk from fatigue caused by driving excessive distances without appropriate breaks.

In addition, we would remind all employees that sufficient consideration should be given to adverse weather conditions such as snow, heavy rain or high winds, when planning journeys.

## **19.4 Use of Mobile Telephones in vehicles**

All employees are reminded that it is an offence for the driver of a vehicle to use a mobile telephone in the car at any time when the engine is running. This includes when stationary at traffic lights or when parked on or adjacent to roads when the engine is running.

No employee should use a mobile phone whilst in the driving seat of a vehicle and the engine is running. There are two exceptions to this rule:

- If your life is in danger or you need to contact emergency services on 999 and to stop would exacerbate the situation; or

- If the mobile phone system can be activated totally hands free. To be totally hands-free there must be no need to take either of your hands off the steering wheel. Such systems can be activated by voice or automatically cut in.

Although a hands free system can be used when driving, it is important to consider if the road conditions are such that it is safe to do so. If the weather conditions are poor, or the traffic is heavy, then any conversation should be kept to a minimum or, preferably, you should find a safe place to stop and then continue with your telephone conversation.

## **19.5 Drivers Health**

No employee should drive during the course of their work under any circumstances which they know may affect their ability to drive safely. It is the duty of any member of staff who is required to drive on the Council's business to inform either your line manager or town clerk if they are suffering from any illness or health condition which impairs their ability to drive or if they are required to take medication which might affect their judgement or ability to drive a vehicle. No member of staff should drive at work when they are under the influence of alcohol or drugs.

The safety of any driver is affected by eyesight defects and all drivers have a legal duty to satisfy the eyesight requirements in the Highway Code.

## **19.6 Implementation of the policy**

The policy will be continuously monitored and regularly reviewed to ensure that it is effective in the management of health and safety of all employees at the Council. If there are any issues which arise as a result of this policy, or as a result of you being required to drive during the course of your employment, please bring any concerns to the immediate attention of a manager or the Town Clerk.

## **20. INTERNET, EMAIL AND TELEPHONE POLICY AND PROCEDURE**

### **20.1 Introduction**

The Council encourages its employees to use email and the internet at work where this can save time and expense. However, it requires that employees follow the rules below.

Employees must take care not to introduce viruses to the system and must take proper account of the security advice below. Employees must also ensure that they do not send untrue statements about others in emails as the Council could face legal action for libel and be liable for damages.

These rules are designed to minimise the legal risks to the Council when its employees use email at work and access the internet. Where something is not specifically covered in this policy, employees should seek advice from the Town Clerk.

Technology and the law change regularly and this policy will be updated to account for changes as and when necessary. Employees will be informed when the policy has changed but it is their responsibility to read the latest version of this document.

### **20.2 Use of email**

#### *Contents of emails*

Emails that employees intend to send should be checked carefully. Email should be treated like any other form of written communication and, as such, what is normally regarded as unacceptable in a letter is equally unacceptable in an email communication.

The use of email to send or forward messages that are defamatory, obscene or otherwise inappropriate will be treated as misconduct under the appropriate disciplinary procedure. In serious cases this could be regarded as gross misconduct and lead to summary dismissal.

Equally, if an employee receives an obscene or defamatory email, whether unwittingly or otherwise and from whatever source, he/she should not forward it to any other address.

Statements to avoid in emails include those criticising other organisation's or their staff, those stating that there are quality problems with goods or services of suppliers or customers, and those stating that anyone is incompetent.

#### *Council information to be included in emails*

Employees should ensure that official information is given on any emails that they send. An example of the email layout is provided below:

Name  
Job Title  
Council Address  
Tel  
Fax

This message is intended for the use of only the person(s) ("intended recipient") to whom it is addressed. It may contain information that is privileged and confidential. Accordingly any dissemination, distribution, copying or other use of this message or any of its content by any person other than the intended recipient may constitute a breach of civil or criminal law and is strictly prohibited. If you are not the intended recipient, please contact the sender as soon as possible.

#### *CCing*

Employees should exercise care not to copy emails automatically to all those copied in to the original message to which they are replying. Doing so may result in disclosure of confidential information to the wrong person.

#### *Attachments*

Employees should not attach any files that may contain a virus to emails, as the Council could be liable to the recipient for loss suffered. The Council has virus-checking in place but, if in doubt, employees should check with the Town Clerk.

Employees should exercise extreme care when receiving emails with attachments from third parties, particularly unidentified third parties, as these may contain viruses.

### **20.3 Personal use of email**

The email system is for business use only and employees are asked not to send, and to discourage receipt of personal emails using their work address.

### **20.4 Monitoring of email**

The Council reserves the right to monitor employees' emails, but will endeavour to inform an affected employee when this is to happen and the reasons for it, except in instances where covert checks are deemed absolutely necessary. The Council considers the following to be valid reasons for checking an employee's email:

- If the employee is absent for any reason and communications must be checked for the smooth running of the business to continue.
- If the Council suspects that the employee has been viewing or sending offensive or illegal material, such as material containing racist terminology or nudity (although the Council understands that it is possible for employees inadvertently to receive such material and they will have the opportunity to explain if this is the

- case).
- If the Council suspects that an employee has been using the email system to send and receive an excessive number of personal communications.
  - If the Council suspects that the employee is sending or receiving emails that are detrimental to the Council.

When monitoring emails, the Council will, save in exceptional circumstances, confine itself to looking at the address and heading of the emails.

The Council reserves the right to retain information that it has gathered on employees' use of email for a period of one year.

## **20.5 Use of internet**

### *Authorised internet users*

Where an employee has been provided with a computer with internet access at his/her desk, he/she may use the internet at work.

Not all employees need access to the internet at work. Anyone who does not have access but believes that he/she requires it should contact his/her line manager and make a written request, setting out the reasons why access should be allowed.

### *Sensible internet use*

Where employees are allowed access to the internet at work they are expected to use it sensibly and in such a manner that it does not interfere with the efficient running of the Council. For example, where it would be quicker to make a telephone call than to engage in an internet search for the required information, then the telephone call should be made.

Employees may be called upon to justify the amount of time they have spent on the internet or the sites that they have visited.

The Council encourages employees to become familiar with the internet and does not currently impose any time limitation on work-related internet use. It trusts employees not to abuse the latitude given to them, but if this trust is abused it reserves the right to alter the policy in this respect.

### *Removing internet access*

The Council reserves the right to deny internet access to any employee at work, although in such a case it will endeavour to give reasons for doing so.

### *Registering on websites*

Many sites that could be useful for the Council require registration. Employees wishing to register as a user of a website for work purposes are encouraged to do so. However, they should ask their line manager before doing this.

### *Licences and contracts*

Some websites require the Council to enter into licence or contract terms. The terms should be printed off and sent for approval in advance or emailed to the Town Clerk before an employee agrees to them on the Council's behalf. In most cases, there will

be no objection to the terms and it is recognised that the free information provided by the website in question may save the Council money. Employees should, however, always consider whether or not the information is from a reputable source and is likely to be accurate and kept up to date, as most such contract terms will exclude liability for accuracy of free information.

#### *Downloading files and software*

Employees should download files on to only those PCs with virus checking software and should check how long the download will take. If there is any uncertainty as to whether or not the software is virus-free or whether the time the download will take is reasonable, the relevant line manager and the Town Clerk should be consulted.

#### *Using other software and hardware at work*

The Council does not allow employees to bring software or hardware into the office without the Town Clerk's consent and nothing in the email and internet policy modifies the Council's general view on this.

### **20.6 Personal use of the internet**

The internet system is for business use only, and should not be used for personal purposes without the permission of the Town Clerk.

Employees should not use the internet for personal purposes before working hours begin or after they end. The Council has security concerns about staff arriving early and leaving late and it is harder to monitor use of the internet at such times.

### **20.7 Monitoring of internet access at work**

The Council reserves the right to monitor employees' internet usage, but will endeavour to inform an affected employee when this is to happen and the reasons for it, except in instances where covert checks are deemed absolutely necessary. The Council considers the following to be valid reasons for checking an employee's internet usage:

- If the Council suspects that the employee has been viewing offensive or illegal material, such as material containing racist terminology or nudity (although the Council understands that it is possible for employees inadvertently to view such material and they will have the opportunity to explain if this is the case).
- If the Council suspects that the employee has been spending an excessive amount of time viewing websites that are not work related.

The Council reserves the right to retain information that it has gathered on employees' use of the internet for a period of one year.

### **20.8 Telephone calls/use**

Personal telephone calls should be kept to a minimum and only made when necessary.

Personal mobile phone use should be kept to a minimum and only made when necessary.

The Council may from time to time intercept telephone calls made using the Council's telephone system to ensure compliance with this policy. You are required to sign a monitoring consent form, available from the Town Clerk.

to: It is important to note that employees may not at any time use the Council's telephones

- carry out freelance work, or work for another employer;
- contact recruitment agencies or other employers with a view to seeking alternative employment;
- buy or sell goods, other than when authorised to do so in the course of their job;
- gamble;
- communicate information that is confidential to the Council outside the Council, unless authorised to do so by a Partner in the course of their job;
- chat for lengthy periods of time to friends or relatives; or
- waste working time using the telephone for purposes not associated with their job or the Council's business.

Employees should be aware that continued mis-use could render them liable to be dealt with under the Council's Disciplinary Policy.

## **21. WHISTLEBLOWING POLICY AND PROCEDURE**

### **21.1 Introduction**

This policy applies to all employees and officers of the Council. Other individuals performing functions in relation to the Council, such as agency workers and contractors, are encouraged to use it.

It is important to the Council that any fraud, misconduct or wrongdoing by workers, Councillors or officers of the Council is reported and properly dealt with. The Council therefore encourages all individuals to raise any concerns that they may have about the conduct of others in the business or the way in which the business is run. This policy sets out the way in which individuals may raise any concerns that they have and how those concerns will be dealt with.

### **21.2 Background**

The law provides protection for workers who raise legitimate concerns about specified matters. These are called "qualifying disclosures". A qualifying disclosure is one made in the public interest by a worker who has a reasonable belief that:

- a criminal offence;
- a miscarriage of justice;
- an act creating risk to health and safety;
- an act causing damage to the environment;
- a breach of any other legal obligation; or
- concealment of any of the above;



is being, has been, or is likely to be, committed. It is not necessary for the worker to have proof that such an act is being, has been, or is likely to be, committed - a reasonable belief is sufficient. The worker has no responsibility for investigating the matter - it is the Council's responsibility to ensure that an investigation takes place.

A worker who makes such a protected disclosure has the right not to be dismissed, subjected to any other detriment, or victimised, because he/she has made a disclosure.

The Council encourages workers to raise their concerns under this procedure in the first instance. If a worker is not sure whether or not to raise a concern, he/she should discuss the issue with his/her line manager or the Town Clerk.

### **21.3 Principles**

Everyone should be aware of the importance of preventing and eliminating wrongdoing at work. Workers should be watchful for illegal or unethical conduct and report anything of that nature that they become aware of.

Any matter raised under this procedure will be investigated thoroughly, promptly and confidentially, and the outcome of the investigation reported back to the worker who raised the issue.

No worker will be victimised for raising a matter under this procedure. This means that the continued employment and opportunities for future promotion or training of the worker will not be prejudiced because he/she has raised a legitimate concern.

Victimisation of a worker for raising a qualified disclosure will be a disciplinary offence.

If misconduct is discovered as a result of any investigation under this procedure the Council's disciplinary procedure will be used, in addition to any appropriate external measures.

Maliciously making a false allegation is a disciplinary offence.

An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, workers should not agree to remain silent. They should report the matter to the Town Clerk.

This procedure is for disclosures about matters other than a breach of an employee's own contract of employment. If an employee is concerned that his/her own contract has been, or is likely to be, broken, he/she should use the Council's grievance procedure.

### **21.4 Procedure**

- (1) In the first instance, and unless the worker reasonably believes his/her line manager to be involved in the wrongdoing, or if for any other reason the worker does not wish to approach his/her line manager, any concerns should be raised with the worker's line manager. If he/she believes the line manager to be involved, or for any reason does not wish to approach the line manager, then the worker should proceed straight to stage 3.
- (2) The line manager will arrange an investigation into the matter (either by investigating the matter him/herself or immediately passing the issue to someone in a more senior position). The investigation may involve the worker and other individuals involved giving a written statement. Any investigation will be carried out in accordance with the principles set out above. The worker's statement will be

taken into account, and he/she will be asked to comment on any additional evidence obtained. The line manager (or the person who carried out the investigation) will then report to the relevant Committee, which will take any necessary action, including reporting the matter to any appropriate government department or regulatory agency. If disciplinary action is required, the line manager (or the person who carried out the investigation) will report the matter to the human resources department and start the disciplinary procedure. On conclusion of any investigation, the worker will be told the outcome of the investigation and what the relevant Committee has done, or proposes to do, about it. If no action is to be taken, the reason for this will be explained.

- (3) If the worker is concerned that his/her line manager is involved in the wrongdoing, has failed to make a proper investigation or has failed to report the outcome of the investigations to the relevant Committee, he/she should inform the Chair of the Personnel Committee who will arrange for another manager to review the investigation carried out, make any necessary enquiries and make his/her own report to committee as in stage 2 above. Any approach to the Chair of the Personnel Committee will be treated with the strictest confidence and the worker's identity will not be disclosed without his/her prior consent.
- (4) If on conclusion of stages 1, 2 and 3 the worker reasonably believes that the appropriate action has not been taken, he/she should report the matter to the proper authority. The legislation sets out a number of bodies to which qualifying disclosures may be made. These include:
  - HM Revenue & Customs;
  - the Financial Conduct Authority (formerly the Financial Services Authority);
  - the Competition and Markets Authority;
  - the Health and Safety Executive;
  - the Environment Agency;
  - the Independent Police Complaints Commission; and the Serious Fraud Office.

## **22. REDUNDANCY**

### **22.1 Introduction**

It is the Council's policy, through careful forward planning, to do as much as possible to ensure the security of employment of its employees. However, future circumstances, such as change in demand for Council services or an identified need for efficiency savings and/or organisational restructuring may mean that a reduction of the Council's workforce is deemed necessary.

Wherever the circumstances permit, the Council will endeavour to avoid redundancies by using alternative methods such as natural wastage, retraining or redeploying employees for suitable alternative work.

This policy is intended to provide employees with information and guidance about the Council's procedures where redundancies are proposed. The Council reserves the right, in its absolute discretion, to vary these procedures and/or use other such procedures as the Council may, from time to time, see fit.

### **22.2 Definition of redundancy**

A redundancy is where an employee is dismissed wholly or mainly for one of the following reasons:

- a) the Council ceases, or intends to cease, to carry on the activity for the purpose of which the employee was employed;
- b) the Council ceases, or intends to cease, to carry on the activity in the place where the employee was employed;
- c) the Council's requirement for employees to carry out work of a particular kind ceases or diminishes, or is expected to cease or diminish.

### **22.3 Notifying affected employees**

Before any redundancy related dismissals are effected, the Council will, as soon as reasonably practicable, consult with all employees who may be affected by proposed redundancies. The Council will notify affected employees of:

- a) the reason for the proposal;
- b) the number and description of the employees proposed for redundancy;
- c) the process by which employees will be selected for redundancy;
- d) the dismissal process, including the period over which dismissals are to take effect and the financial package an employee will receive, if redundancy cannot be avoided.

It is anticipated that affected employees will receive this notification individually, with confirmation to follow in writing.

During the consultation process employees will be asked for any ideas they may have for avoiding a redundancy situation.

### **22.4 Measures to avoid or minimise redundancies**

Subject to its business needs, the Council will consider whether there are ways to avoid or minimise compulsory redundancies. The Council may consider some or all of the following measures, which are not intended to be exhaustive and are not listed in order of priority:

- a) effecting a reduction of employees through normal staff turnover;
- b) restricting the recruitment of permanent staff;
- c) training, retraining or deploying employees for different work for which there is a requirement at the same or a different location;
- d) reduction or elimination of overtime working;
- e) introduction of short-time working or temporary lay-off and the termination of employment of temporary staff or engagement of contract staff.

### **22.5 Selection criteria**

When selecting employees for redundancy, the Council will not have regard to an employee's age, gender, disability, marital status, pregnancy, race, ethnic origin, religion, belief, sexual orientation or membership (or non membership) of a trade union. The Council will adopt a systematic and consistent approach, relying on a number of objective criteria.

When the Council needs to select between employees, the Council will use some or all of the selection criteria set out below together with any criteria that the Council

considers are appropriate under the circumstances. The following criteria are not intended to be exhaustive and are not listed in order of priority:

- a) standard of work performance;
- b) attendance or disciplinary record;
- c) potential to adapt, should suitable alternative work be available;
- d) other criteria that the Council may determine from time to time, to be communicated in writing to the employee and any employee representatives involved in the selection process.

If there are elected employee representatives, the Council will consult them on selection criteria to be used, there being scope to amend or vary the chosen criteria as a result of this consultation.

The Council will need to ensure that its remaining work force has the right balance of skills and experience. If the situation arises where voluntary redundancies offered and the number of volunteers exceeds the requirements, the Council may, in its absolute discretion refuse to accept a volunteer for redundancy.

## **22.6 Statutory redundancy payments**

Provided a redundant employee has been continuously employed by the Council for 2 years or more by the time of termination, then that employee will be entitled to receive a statutory redundancy payment. Such a payment will be made without deduction of income tax. For the avoidance of doubt, pay in lieu of notice and holiday pay are subject to the deduction of income tax and national insurance contributions.

If you are entitled to a statutory redundancy payment, it will be calculated as follows:-

- 1.5 weeks' pay for each complete year of service after reaching the age of 41
- 1 week's pay for each complete year of service between the ages of 22 and 41
- half a week's pay for each complete year of service under the age 22.

*For the purpose of this paragraph*

*a week's pay is subject to the statutory maximum from time to time and the number of complete years of service will be deemed to be subject to a maximum of 20.*

## **21.7 Alternative employment**

As a part of the consultation process, the Council will investigate whether alternative employment can be offered to any employee likely to be made redundant.

You may lose your entitlement to receive a redundancy payment if you unreasonably refuse a suitable offer of permanent employment that has been made before the end of your original contract. For example, you may be unreasonably refusing an offer for alternative employment if there is very little difference between the terms and conditions of your old job and the proposed new job, or you assume (rather than investigate) the impact the proposed new job would have on your terms and conditions of employment.

If you accept alternative employment within the Council, you will be made fully aware of the terms and conditions of your new position, including any change in your pay, and you will be asked to accept the position and variation to your current terms and conditions of service by signing a new contract of employment.

If you are offered and accept alternative employment within the Council, you have a statutory right to a four-week trial period, which will begin immediately following the end of your existing contract of employment. At the end of this period, either you or the Council can terminate your employment and, provided you meet the appropriate conditions, a statutory redundancy payment will be made to you.

If you are under notice of redundancy and entitled to a statutory redundancy payment, you will be entitled to a reasonable amount of paid time off to look for alternative employment or to arrange training. Such time off must be agreed in advance with the Council, but you will in any event be allowed this before your period of notice comes to an end.

## **22.8 Gross misconduct**

If, having been selected for redundancy, you are dismissed in accordance with the Council's disciplinary procedures for reasons of gross misconduct during your period of notice, you will lose any right to a redundancy payment.

## **22.9 Appeal**

You have the right to appeal against any decision to dismiss you on grounds of redundancy. If you wish to appeal, you should follow the appeal procedure set out in the Council's disciplinary procedures within 5 days of being served your notice of termination.

## **22.10 Time off work**

An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their line manager.

## **22.11 Data protection**

The Council processes personal data of employees, including data that is within the special categories of data (such as personal data concerning an employee's health), collected during their recruitment and while they are employed in accordance with its data protection policy for the purposes of dealing with any potential or actual redundancies.

## **22.12 Review of Policy**

The Council will review this policy from time to time and may amend or modify all or part of it in light of any revised guidance conforming to best practice.

## **23. ANTI BRIBERY**

### **23.1 Introduction**

We conduct our business in a fair and honest manner with zero tolerance of bribery and corruption.

This policy covers:

- the main areas of liability under the Bribery Act 2010;
- insider dealing;
- the responsibilities of employees and associated persons acting for, or on behalf of, the Council; and
- the consequences of any breaches of this policy.

Under no circumstances shall any aspect of the manner in which The Council conducts its business be subject to bribery and corruption. This policy applies to all employees and directors of the Council without exception.

“Bribery and corruption” means:-

- Offering or providing a financial or other advantage to induce a person to or reward a person for improper performance of a function or activity

### **23.2 Bribery Act 2010**

The Council is committed to complying with the Bribery Act 2010 in its business activities in the UK and overseas.

Under the Bribery Act 2010, a bribe is a financial or other type of advantage that is offered or requested with the:

- intention of inducing or rewarding improper performance of a function or activity; or
- knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.

A relevant function or activity includes public, state or business activities or any activity performed in the course of a person's employment, or on behalf of another organisation or individual, where the person performing that activity is expected to perform it in good faith, impartially, or in accordance with a position of trust.

A criminal offence will be committed under the Bribery Act 2010 if:

- an employee or associated person acting for, or on behalf of, the Council offers, promises, gives, requests, receives or agrees to receive bribes; or
- an employee or associated person acting for, or on behalf of, the Council offers, promises or gives a bribe to a foreign public official with the intention of influencing that official in the performance of their duties (where local law does not permit or require such influence); and
- the Council does not have the defence that it has adequate procedures in place to prevent bribery by its employees or associated persons.

All employees and associated persons are required to comply with this policy, in accordance with the Bribery Act 2010.

### **23.3 What is prohibited?**

The Council prohibits employees or associated persons from offering, promising, giving, soliciting or accepting any bribe. The bribe might be cash, a gift or other inducement to, or from, any person or organisation, whether a public or government official, official of a state-controlled industry, political party or a private person or organisation, regardless of whether the employee or associated person is situated in the UK or overseas. The bribe might be made to ensure that a person or organisation improperly performs duties or functions (for example, by not acting impartially or in

good faith or in accordance with their position of trust) to gain any commercial, contractual or regulatory advantage for the organisation in either obtaining or maintaining organisation business, or to gain any personal advantage, financial or otherwise, for the individual or anyone connected with the individual.

This prohibition also applies to indirect contributions, payments or gifts made in any manner as an inducement or reward for improper performance, for example through consultants, contractors or sub-contractors, agents or sub-agents, sponsors or sub-sponsors, joint-venture partners, advisors, customers, suppliers or other third parties.

Gifts and hospitality received and offered shall be in the ordinary course of business and shall not exceed the nominal value of £50 unless expressly agreed in advance by the Town Clerk. Furthermore there shall be no offer or acceptance of any gain, financial or otherwise, between The Council and any other entity engaged in tender activity with the Council.

At all times employees and directors shall avoid conflict of interests. Any occurrence, or potential occurrence, of a conflict shall be reported to The Town Clerk immediately for management assessment.

Facilitation payments to any party shall under no circumstances be permitted.

Any payments outside of authorised contracts to suppliers or clients shall not be made, unless prior approval is granted by a director of the business. Contract negotiations are conducted by those authorised to do so.

#### **23.4 Insider Dealing**

Insider dealing means using confidential information not available to the public to make a profit on the stock market. It is a criminal offence under Part V of the Criminal Justice Act 1993.

It involves persons connected with a quoted Council such as senior employees or advisors (and their close relatives) taking an unfair advantage over the general investing public by buying or selling that Council's securities whilst in possession of unpublished price sensitive information. Unpublished price sensitive information is any information which is not generally known and is likely to have a material effect on the market price of these securities when it becomes known.

The law on insider dealing also extends to passing information on to other people. It therefore follows that any such price sensitive information about quoted companies which is obtained in the course of work for the Council may not be used for personal advantage or passed on to others.

In the course of our business we may be aware of potential commercial transactions before the markets i.e. asset purchases or divestments. In addition, we may also be aware of well productivity performance. In neither circumstance should we use that information for our own direct gain, neither should we make comment or pass on that information to others.

In the context of insider dealing "quoted" means dealt in on a recognised stock exchange but the legislation also covers off-market deals in advertised securities and should therefore be read as applying to the Alternative Investment Market (AIM), the Third Market and the Over the Counter Market as well as the Stock Exchange List.

Employees must understand the above warning as required by Part V of the Criminal Justice Act 1993 and must not engage in any such activities.

## **23.5 Reporting suspected bribery, corruption or insider dealing**

The Council depends on its employees and associated persons to ensure that the highest standards of ethical conduct are maintained in all its business dealings. Employees and associated persons are requested to assist the Council and to remain vigilant in preventing, detecting and reporting bribery.

Employees and associated persons are encouraged to report any concerns that they may have to the Town Clerk as soon as possible. Issues that should be reported include:

- any suspected or actual attempts at bribery;
- concerns that other employees or associated persons may be being bribed; or
- concerns that other employees or associated persons may be bribing third parties, such as clients or government officials.

### *Procedure*

Employees should record any incidents of suspected bribery and report them immediately to the Town Clerk. Any such reports will be thoroughly and promptly investigated by a director in the strictest confidence. Employees and associated persons will be required to assist in any investigation into possible or suspected bribery.

Employees or associated persons who report instances of bribery in good faith will be supported by the Council. The Council will ensure that the individual is not subjected to detrimental treatment as a consequence of their report. Any instances of detrimental treatment by a fellow employee because an employee has made a report will be treated as a disciplinary offence. An instruction to cover up wrongdoing is itself a disciplinary offence. If told not to raise or pursue any concern, even by a person in authority such as a manager, employees and associated persons should not agree to remain silent. They should report the matter to the Town Clerk.

When an individual reports suspected instances of bribery, the Council will process any personal data collected in accordance with its data protection policy. Data collected from the point at which the individual makes the report is held securely and accessed by, and disclosed to, individuals only for the purposes of dealing with the report of bribery.

## **23.6 Hospitality**

Employees should only accept offers of hospitality if there is a genuine need to impart information or represent the local Council in the community. Offers to attend purely social or sporting functions should be accepted only when these are part of the life of the community or where the authority should be seen to be represented. They should be properly authorised and recorded.

When hospitality has to be declined those making the offer should be courteously but firmly informed of the procedures and standards operating within the Council.

Acceptance by employees of hospitality through attendance at relevant conferences and courses is acceptable where it is clear the hospitality is corporate rather than personal, where the Council gives consent to attendance in advance and where purchasing decisions are not compromised. Where visits to inspect equipment, etc. are required, employees should ensure that the Council meets the cost of such visits to avoid jeopardising the integrity of subsequent purchasing decisions.



### **23.7 Sponsorship – giving and receiving**

Where an outside organisation wishes to sponsor or is seeking to sponsor a Council activity, whether by invitation, tender, negotiation or voluntarily, the basic conventions concerning acceptance of gifts or hospitality apply. Particular care must be taken when dealing with contractors or potential contractors.

Where the Council wishes to sponsor an event or service neither an employee nor any partner, spouse or relative must benefit from such sponsorship in a direct way without there being full disclosure to an appropriate manager of any such interest. Similarly, where the Council through sponsorship, grants, aid, or by other means, gives support in the community, employees should ensure that impartial advice is given and that there is no conflict of interest involved.

### **23.8 Action by the Council**

The Council will fully investigate any instances of alleged or suspected bribery. Employees suspected of bribery may be suspended from their duties while the investigation is being carried out. The Council will invoke its disciplinary procedures where any employee is suspected of bribery, and proven allegations may result in a finding of gross misconduct and immediate dismissal. The Council may terminate the contracts of any associated persons, including consultants or other workers who act for, or on behalf of, the Council who are found to have breached this policy.

The Council may also report any matter to the relevant authorities, including the Director of Public Prosecutions, Serious Fraud Office, Revenue and Customs Prosecutions Office and the police. The Council will provide all necessary assistance to the relevant authorities in any subsequent prosecution.

All business shall be conducted in accordance with the applicable law and any actual or potential breach of this policy shall be reported immediately to the Town Clerk. Any breach of this policy will be treated as gross misconduct and may result in disciplinary action up to and including dismissal.

Compliance with the ABC Policy shall be verified by periodic audit and continual monitoring of the register of gifts and hospitality.

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## **24. SOCIAL MEDIA POLICY**

### **24.1 Definition of social media**

For the purposes of this policy, social media is any online platform or app that allows parties to communicate instantly with each other or to share data in a public forum. This includes social forums such as Twitter, Facebook, Instagram and LinkedIn. Social media also covers blogs and video and image-sharing websites such as YouTube.

Employees should be aware that there are many more examples of social media than can be listed here and this is a constantly changing area. Employees should follow these guidelines in relation to any social media that they use.

### **24.2 Use of social media at work**

Employees are not allowed to access social media from the Council's computers or devices at any time.

The Council understands that employees may wish to use their own computers or devices to access social media while they are at work. Employees must limit their use of social media on their own equipment to their official rest breaks such as their lunch break.

### **24.3 Social media for business purposes**

Social media accounts established in the course of employment by the Council and used to market and advance the Council's business activities are deemed to be the property of the Council and therefore upon termination of your employment (for whatever reason), you must provide the Council with log in details and contacts that you have made on these networks/accounts. This is regardless of the fact that the accounts may contain personal contacts or database.

Contacts and content created in the course of the Council's employment belong to the Council and must be provided to the Council upon termination of employment (for whatever reason). Client and target contacts and other relevant professional contacts on employees' social media accounts are deemed to be the Council's contacts and remain the property of the Council.

### **24.4 Social media in your personal life**

The Council recognises that many employees make use of social media in a personal capacity. While they are not acting on behalf of the Council, employees must be aware that they can damage the Council if they are recognised as being one of our employees.

Employees are allowed to say that they work for the Council, which recognises that it is natural for its staff sometimes to want to discuss their work on social media. However, the employee's online profile (for example, the name of a blog or a Twitter name) must not contain the Council's name.

If employees do discuss their work on social media (for example, giving opinions on their specialism or the sector in which the Council operates), they must include on their profile a statement along the following lines: "The views I express here are mine alone and do not necessarily reflect the views of my employer."

Any communications that employees make in a personal capacity through social media must not:

- bring the Council into disrepute, for example by:
  - criticising or arguing with customers, colleagues or rivals;
  - making defamatory comments about individuals or other Company's or groups; or
  - posting images that are inappropriate or links to inappropriate content;
  -
- breach confidentiality, for example by:
  - revealing trade secrets or information owned by the Council;
  - giving away confidential information about an individual (such as a colleague or customer contact) or Company (such as a rival business); or
  - discussing the Council's internal workings (such as deals that it is doing with a [customer/client] or its future business plans that have not been communicated to the public);
- breach copyright, for example by:
  - using someone else's images or written content without permission;
  - failing to give acknowledgement where permission has been given to reproduce something; or
- do anything that could be considered discriminatory against, or bullying or harassment of, any individual, for example by:
  - making offensive or derogatory comments relating to sex, gender reassignment, race (including nationality), disability, sexual orientation, religion or belief or age;
  - using social media to bully another individual (such as an employee of the Council); or
  - posting images that are discriminatory or offensive [or links to such content].

#### **24.5 Disciplinary action over social media use**

All employees are required to adhere to this policy. Employees should note that any breaches of this policy may lead to disciplinary action. Serious breaches of this policy, for example incidents of bullying of colleagues or social media activity causing serious damage to the Council, may constitute gross misconduct and lead to summary dismissal.

## **25. ADVERSE WEATHER CONDITIONS**

### **25.1 Introduction**

The Council recognises that employees may face difficulties attending their place of work and returning home during periods of severe weather or when there are disruptions to public transport. While the Council is committed to protecting the health and safety of all its employees, it must ensure that disruption caused to its services remains minimal. The purpose of this policy is to outline the responsibilities of employees for attendance at work during severe weather conditions or when there are disruptions to public transport and to define appropriate procedures. This policy applies to all employees.

### **25.2 Reasonable efforts to attend work**

Employees should use their best endeavours to attend work in all circumstances. However, it is not the Council's intention that employees put themselves at unnecessary risk when trying to attend work. Members of staff should use their own judgment and, if unable to attend work, contact their line manager as soon as possible.

### **25.3 When this policy will apply**

Employees who are unable to attend work should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently, employees should report this to their line manager and attend work unless told otherwise.

Employees who do not make reasonable efforts to attend work or who fail to contact their manager without good reason may be subject to disciplinary proceedings for misconduct. We will consider all the circumstances including the distance they have to travel, local conditions in their area, the status of roads and/or public transport, and the efforts made by other employees in similar circumstances.

### **25.4 Severe conditions or disruptions to public transport occurring at the start of a working day**

Employees unable to attend work or delayed by the weather conditions or disruptions to public transport should contact their line manager or, if they are not available, the most senior individual in the department as soon as possible.

### **25.5 Lateness**

Employees who are delayed will have the opportunity to make up this time at a later date. However, it is open to their line manager to waive this requirement if the lateness is negligible having regard to the severity of the weather conditions or disruptions to public transport and the employees' personal circumstances (eg distance from their home to work and the mode of transport used).

If lateness amounts to half the time of the employee's normal working day, the provisions in relation to absence set out below will apply.

### **25.6 Absence**

If an employee has made all reasonable efforts to get to work but failed to do so because of severe weather conditions or disruptions to public transport and the Town Clerk decides that this policy applies, it is the responsibility of the individual's line manager to make a decision as to whether or not the employee should:

- be allowed to work from home;
- take the time as annual leave; or

- make up for the time at a later date.

When making this decision, the line manager should take into account the employee's circumstances (eg distance from their home to work and the mode of transport), the employee's views and the needs of the Council.

Where these options are not available or where the line manager sees fit, the employee may, with the consent of the line manager;

- be paid as if they had attended work; or
- take unpaid leave and a deduction will be made from their wages.

If an employee's dependant is affected by severe weather conditions or disruptions to public transport (eg school closures), the employee must make all reasonable efforts to organise alternative care. If there are no other options available and Town Clerk decides that this policy applies, it is the responsibility of the individual's line manager to decide on the appropriate solution. Reasonable unpaid time off for dependants may be permitted in emergency situations.

### **25.7 Business closure**

Extreme cases of severe weather conditions or disruptions to public transport may necessitate temporary closure of the employee's place of work. If the Council makes such a decision, the Town Clerk will inform the employee as soon as possible. The employee will be paid as if they had attended work [unless the employee's contract contains a specific unpaid lay-off clause or an agreement is reached with the employee].

### **25.8 Health and safety**

While the Council will ensure, so far as is reasonably practicable, the health, safety and welfare at work of all its employees, employees are reminded of their duty to take reasonable care for their own health and safety and that of other persons who may be affected by their acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions.

The Council recognises that severe weather particularly affects employees whose job involves driving or working outdoors. The Council will undertake regular risk assessments to ensure that employees working in these conditions are properly instructed, provided with the appropriate clothing and equipment and given sufficient rest breaks.

## 26. Expense Claim Policy

### 26.1 General procedure

The Council will reimburse you for actual expenditure that is incurred wholly, necessarily and exclusively in connection with authorised duties that you undertake in the course of your employment.

To claim for expenses, you must use the Council's expenses claim forms, available from the Town Clerk. You should set out the reasons why the expense was incurred on the claim form.

Expenses will not be paid unless supporting evidence is provided, together with a completed expenses claim form. This should include original receipts or invoices with the date and time of the transaction (unless you are claiming for mileage). When claiming for travel expenses on public transport, you should enclose or attach the tickets showing the departure point and destination of your journey, where possible. Credit and debit card statements will not be accepted. Where you are submitting a VAT receipt, you should set out:

- the name and VAT registration number of the retailer or service provider;
- the goods and services provided; and
- the amount of VAT payable.

Once completed and signed, you should submit your expenses claim form to your line manager. Once your line manager has approved the claim form, this should be sent to the Town Clerk.

Expenses claims must be submitted within 30 days of the expense being incurred. If this is not practical, written approval for any extension will be required from your line manager. The Council reserves the right to withhold any payment where written approval has not been sought.

The Council may return an expenses claim form to you without payment if it is completed incorrectly or lacks supporting evidence.

◀ The Council will pay claims for authorised expenses by BACS transfer into the same bank account into which your salary is paid.

Any queries in relation to this policy should be directed to the Town Clerk.

## **26. LEAVING THE COUNCIL**

### **26.1 Notice periods**

Subject to employees' terms and conditions of employment, which may set out a longer notice period, the Council will give employees one week's notice to terminate their contract of employment, with an additional week's notice per completed year of service after two years' continuous service, up to a maximum of 12 weeks.

Subject to employees' terms and conditions of employment, which may set out a longer notice period, employees are required to give four weeks' notice to terminate their contract of employment.

The Council may agree to release an employee from the requirement to serve their full notice period. In these circumstances, the Council will not pay the employee for the portion of the notice period that they are not working. The employee will be asked to sign a letter confirming the agreement reached.

In the event of termination of the contract of employment by either party, the line manager/Town Clerk will confirm the employee's final day of employment.

### **26.2 Resignation**

An employee who resigns must provide the Council with their notice of resignation in writing. The Council will not accept notice of resignation as effective unless it is in writing. Upon resignation, the employee will be required to work their full contractual notice period, unless otherwise agreed.

If an employee fails to work their full contractual notice period without prior authorisation from the Council, the employee will not be paid for the portion of the notice period that they have not worked. The Council may refer to this in any reference given on the employee's behalf.

The Council may deduct from the employee's final pay any costs incurred as a result of the employee failing to work their full notice period.

### **26.3 Dismissal**

Where the Council dismisses an employee, it will give the employee their full contractual notice and, unless otherwise agreed, will require the employee to work the full period of notice.

In certain circumstances, including dismissals for gross misconduct, the Council may dismiss the employee without notice. If this is the case, the Council will explain the reason(s) why.

### **26.4 Redundancy**

Where the Council dismisses an employee by reason of redundancy, it will give the employee their full contractual notice and, unless otherwise agreed, will require the employee to work the full period of notice.

An employee who is dismissed by reason of redundancy will be given a reasonable amount of paid time off work to look for alternative employment. The arrangements for time off must be agreed in advance by the employee's manager.

### **26.5 Retirement**



If an employee is retiring, notice should be given in accordance with the notice period set out in their contract of employment.

## **26.6 Rights and obligations during the notice period**

During the notice period, the contract of employment will continue to remain in force and the employee will receive full pay and benefits.

During the notice period, the employee remains bound by all the obligations and restrictions expressly set out or implied in their contract of employment and must not take up employment elsewhere. The Council expects that the employee will act in an entirely appropriate manner during the full period of notice, and uphold the high standards of performance required of all employees. This applies no matter who gave notice to terminate the contract of employment and for whatever reason.

If an employee's performance during the notice period falls below the required standards, the Council may address this as a performance or disciplinary matter and may refer to this in any references given on the employee's behalf.

During the notice period, the Council may restrict an employee's duties, contact with clients, colleagues and suppliers, access to information or resources and impose any other reasonable practices, to better facilitate a handover and/or to protect business interests.

## **26.7 Return of the Council's property**

The Council requires employees to hand over to the line manager/Town Clerk all property that belongs to the Council on or before their final working day [or as required by their manager].

This may include (but is not limited to);

- uniform(s);
- keys and key cards;
- security and building passes;
- mobile phone;
- laptop;
- removable data storage device;
- credit or charge cards;
- hardcopies of the Council 's material;
- Council owned Vehicle; and
- any other property belonging to the Council.

The employee may be required to sign a form provided by the Council confirming their compliance with this requirement.

If the employee fails to return any property belonging to the Council by the required date, the Council will withhold the whole or any part of any pay due from the Council to the employee up to the current market value of the property not returned, ie based on the value of the property at the time that it is not returned and not on a replacement cost basis. The Council may issue civil proceedings against the employee for breach of contract and/or trespass to goods, to the extent that any outstanding pay withheld does not cover the current market value of the property not returned.

## **26.8 Pay in lieu of notice**

The Council may make a payment in lieu of notice for all or any part of an employee's notice period on termination of their employment (rather than the employee working out their notice period). This provision, which is at the Council's discretion,

applies whether notice to terminate the contract is given by the employee or by the Council.

The employee will be compensated by being given a payment in place of this, amounting to the payment that they would have received if they had worked out their notice period. A sum constituting the employee's pay in lieu of notice will be transferred into the bank account into which their wages are normally paid.

## **26.9 Garden leave**

If an employee is placed on garden leave, they will not be allowed to come to work, meaning that they must stay away from the workplace during the garden-leave period. If they are placed on garden leave, the Council will:

- confiscate any equipment belonging to the Council that they may have, typically a laptop, at the start of the garden-leave period;
- require them not to have any contact with clients/customers for work-related purposes during the garden-leave period; and
- prevent them from having any contact with another Council, typically a competitor, during the garden-leave period.
- If the employee is placed on garden leave, their contract of employment will continue in force until the end of the notice period. This means that, during the garden-leave period, they will:
  - continue to receive full pay and benefits (with the exception of benefits that are given to allow the employee to do their job, such as a work mobile phone or company car) in the normal way;
  - remain bound by all the obligations and restrictions set out in their contract of employment, including any confidentiality clauses and restrictive covenants contained in their contract of employment, save the duty to attend work;
  - not be permitted to take up other employment during the garden-leave period; and
  - be required to remain available to be contacted by the Council.

## **26.10 Holiday during notice periods**

During the notice period, the Council may require employees to take annual leave accrued for that holiday year but not taken by the date of termination. The Council will give the appropriate notice.

If, prior to notice of termination being given by either party, the organisation has authorised an employee's annual leave request, and the annual leave is scheduled to take place during the notice period, the Council will seek to honour this arrangement. However, the Council may, if necessary for business reasons, require the employee to cancel all or part of their annual leave, on giving the appropriate notice.

If, on termination of an employee's employment, the employee has accrued annual leave that they have not taken, they will be paid in lieu of this as part of their final wages. No payment in lieu of accrued contractual holiday will be made to the employee (and where appropriate a deduction will be made from salary) in the event of their termination for gross misconduct or in the event of the employee giving inadequate notice of termination or leaving before the contractual notice period has expired.

If, on termination of an employee's employment, they have taken paid holiday leave in excess of earned entitlement, they will be required to reimburse the Council (by means of deduction from salary if necessary) in respect of such holiday.

## **26.11 Outstanding payments to the Council**

The Council may deduct from any final pay all monies owing to it from the departing employee.

This includes (but is not limited to):

- outstanding loans;
- wage advances;
- expenses advances; and
- holiday taken but not yet accrued.

If the employee's final pay is insufficient to cover the sums owed to the Council, the employee will enter into a contract with the Council for the repayment of all sums owed. If the employee refuses to do this, or defaults on any repayment agreement, the Council may bring a civil claim against the employee to recover the monies (as a debt) and its costs of doing so.

### **26.12 Outstanding payments to the employee**

An employee who wishes to claim expenses properly incurred in the course of their duties must do so before the end of their notice period. The employee must follow the procedure set out in the Council's expenses policy.

If the employee has not followed the procedure set out in the Council's expenses policy, the Council may not repay the expenses to the employee.

### **26.13 Reference giving**

It is the Council's policy that references for a former or current employee may be given only by the Town Clerk. No other person in the Council is permitted to provide a written or verbal reference about current or former employees. Any requests for a reference should be passed to the Town Clerk.

Any references provided will be in writing. The reference will explain that it is the Council's policy to respond to requests for information in a standard format. The only factual information that may be provided is:

- the dates of the employee's employment with the Council;
- the employee's job title;
- the employee's work location, for example the office they worked at;
- where the employee has left the Council, the reason for termination of employment, for example resignation, redundancy, or the expiry of a fixed-term contract.

## HEALTH AND SAFETY

### 1. HEALTH AND SAFETY POLICY STATEMENT AND PROCEDURES

The Council's Health and Safety policy and procedure documents, which may be amended from time to time, can be obtained from the Town Clerk and is also available on the Council's Website. These documents set out clearly the requirements on both the Council as the employer and individuals as employees.

In the event of any issues or events pertaining to health, safety or welfare at work, the individual employee will inform their supervisor/line manager as soon as is practicable; this includes the employee's personal state of health and whether it would impact on their responsibilities and job description.

The Council has conducted risk assessments for all job activities and functions of the council and, as an employee; you must comply with the findings of these risk assessments.

From time to time, the Council will provide health and safety training for employees. It is a requirement that, subject to availability or other acceptable criteria, all employees attend such training.

### 2. ACCIDENTS AT WORK

You must report any accidents immediately to the Town Clerk and have any injuries treated as appropriate.

In the event of a statutory or Council inquiry into any accident at work, all employees are required to cooperate fully in any investigations.

## CONCLUSION AND AGREEMENT

### 1. BREACH OF PROVISIONS

Any breach of these provisions or any misconduct not specifically mentioned herein may be dealt with by the disciplinary procedure. The taking of disciplinary action by the Council does not preclude the possibility of action in the civil or criminal courts whether initiated by the Council, the individual or the civil authorities.

### 2. GREEN BOOK

The policies and procedures of the Council as stated above are to be read in conjunction with those included within the latest version of the National Joint Council Agreement on Pay and Conditions of Service ("The Green Book"). In the case of inconsistency between the terms set out in this handbook and the provisions of the Green Book, the Green Book shall prevail unless the provisions thereof are unconnected with current legislation.

### 3. ALTERATIONS AND ADDITIONS

The provisions set out in this handbook may be altered by the Council as occasion requires or as legislation demands. Such legislative changes as are mandatory will be deemed by the Council to have taken immediate effect. However, the terms of any other proposed alterations or additions will be discussed as appropriate and posted on the notice board.

### 4. CONCLUSION

We hope this handbook helps you to understand the way in which the Council works and your role within it. However, if you are unclear about any of the contents or have any questions, please make initial contact with the Town Clerk (through your line manager, if appropriate).

### 5. EMPLOYEE AGREEMENT

I confirm that I have received, read and understood the employee handbook provided to me.

I understand that the policies and procedures contained therein, do not form part of my contract of employment, unless stated otherwise within this document or my contract of employment. I agree to abide by the Council's policies and processes and any updates thereof.

Name: .....

Signed: .....

Date: .....

DRAFT