

# **HENLEY-ON-THAMES TOWN COUNCIL**



## **EMPLOYEE HANDBOOK**

**OUR RULES AND POLICIES**

**DECEMBER 2010**

## **INDEX**

### **WELCOME**

**3**

### **SECTION 1 – COUNCIL RULES**

1. Your Responsibilities	4
2. Attendance and Timekeeping	5
3. Sickness, Injury and Sick Pay	6
4. Dentist, Doctors, Opticians etc	8
5. Holidays	9
6. Accidents	10
7. Smoking	11
8. Fire	12
9. Internet & Email	13
10. Jury Duty	15
11. Unauthorised Absence	16
12. Telephones (Office & Mobile)	17
13. Dress Code	18
14. Expenses	19
15. Appraisal	20
16. Membership of Union	21

### **SECTION 2 – POLICIES**

1. Disciplinary / Capability Policies	22
2. Grievance Policy	28
3. Equal Opportunities Policy	29
4. Harassment Policy	31
5. Equal Pay Policy	33
6. Dignity at Work Policy	34
7. Stress Policy	35
8. Relationships at work Policy	36
9. Maternity Policy	38
10. Paternity Leave Policy	42
11. Adoption Leave Policy	45
12. Parental Leave Policy	48
13. Time off for Dependants Policy	50
14. Flexible Working Policy	51
15. Health & Safety	54
16. Alcohol & Drugs Abuse Policy	56
17. Bereavement Policy	57
18. Data Protection Policy	58
19. Vehicle Policy & Use of Mobile Phone Policy	60
20. Retirement Policy	63
21. Whistleblowing Policy	68

## **WELCOME TO HENLEY-ON-THAMES TOWN COUNCIL**

Henley on Thames is a thriving market town with a Town Council that has substantial investments, revenue of £1.2m pa and a wide range of prestigious projects for the benefit of the 10,500 population and the many international and local visitors attracted to this historic town.

The Council employs 25 staff, over half are part-time, lead by the Town Clerk/Chief Executive. Every four years, 16 Councillors are elected to serve the town. Each year the Council elects a Mayor who is also the Chairman, and appoints 4 main Committees responsible for Finance Strategy & Management; Planning; Recreation & Amenities; and Town & Community.

The Council provides many services to residents and visitors including moorings; car parking; cemetery; allotments; parks and open spaces; weekly, farmers and continental markets; outdoor sports facilities and astroturf and properties for hire or long term lease. It also supports a youth council, a day centre for the elderly, twinning associations, festivals, and other events by offering grants and use of facilities. The Council also finances and supports an Information Centre, Christmas Festivities, Henley in Bloom, the Henley Partnership, CCTV and a Police Community Support Officer.

Further information about the Council, can be found at [www.henleytowncouncil.gov.uk](http://www.henleytowncouncil.gov.uk)

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

This Handbook is divided into two parts:

### **SECTION 1 – COUNCIL RULES**

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

### **SECTION 2 – POLICIES**

Section 2 sets out the Council policies for dealing with things like discipline, grievances, maternity and stress etc. These policies are in place to help and protect you. Please try to familiarise yourself with them. The Council's policies are not contractual.

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

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

**NOVEMBER 2010**

## **SECTION 1 – COUNCIL RULES**

### **1 YOUR RESPONSIBILITIES**

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

## 2 ATTENDANCE AND TIMEKEEPING

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

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

- 3.1 You are expected to be available to work during your normal working hours. You must make every effort to attend work.
- 3.2 If you cannot attend work you must comply with the following rules:-
  - 3.2.1 You must telephone your line manager (or Senior Committee Administrator for the Town Clerk) as soon as possible, but no later than 10.00am on your first day of absence. You should not leave a message at reception or with a colleague. If you cannot make contact with your line manager you should try to speak to another supervisor or manager. You must state the reason for your absence and the date on which you expect to return to work.
  - 3.2.2 If you are unable to return to work on the date expected you must call your line manager again as outlined above.
  - 3.2.3 If your absence lasts for less than 8 calendar days, on your return to work you must complete an Absence Self-Certification (which is available from your line manager or the Senior Committee Administrator) explaining the reason for your absence.
  - 3.2.4 If your absence lasts for 8 or more consecutive calendar days then you must:-
    - 3.2.4.1 Get a medical certificate (MED3) from your GP confirming your inability to attend work. This form must be sent to the Town Clerk immediately.
    - 3.2.4.2 If you cannot return to work when your medical certificate expires, you must obtain another medical certificate from your GP and send it to the Town Clerk immediately. Certificates are required to cover the total period of your absence.
    - 3.2.4.3 You must telephone your line manager at least one working day before you return to work so that arrangements can be made for your return.
    - 3.2.4.4 If your last medical certificate does not specify a date on which you can resume your duties before you return you must supply the Council with a medical clearance certificate confirming that you are fit to return to work.
- 3.3 The Council reserves the right to require you to produce a medical certificate from your GP to cover absences of less than 8 days.
- 3.4 Should your GP issue a "may be fit to work note" the Council will take into account any advice / recommendations given by your GP in that note.
- 3.5 The Council will usually request that you attend a meeting to consider the following –
  - 3.5.1 the advice that has been given by your GP and whether further advice is required;
  - 3.5.2 your ability to return to/remain in your job in view both of your capabilities and the Council's business needs and any adjustments that can reasonably be made to your job;
  - 3.5.3 possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy;
  - 3.5.4 whether you are able to return to your job or a redeployed job, lighter duties; agreeing a return to work programme.

- 3.6 You should at all stages seek to inform the Council as to any duties/roles that you feel that you might be able to still safely undertake despite your ill health.
- 3.7 Where you disagree with the advice given by your GP the Council may at its discretion obtain a further opinion from an alternative medical expert / occupational health advisor or may write to your GP requesting clarification.
- 3.8 The Council cannot guarantee that it will be able to implement any adaptations / adjustments recommended by your GP or any other medical expert / occupational health advisor.
- 3.9 If it is not possible for the Council to implement such adaptations / adjustments it will explain the reasons for this to you. If this is the case, the Council will agree a time-scale for review and/or a further meeting.
- 3.10 Whilst on absence due to sickness or incapacity you are not permitted to undertake any paid work for another employer or for any business established by you, without express permission from the Council.

**Council Sick Pay**

- 3.11 You will be paid your agreed basic remuneration in line with the scale of payment for any one year that runs from 1st April to 31st March. The Council will be responsible for reclaiming the Statutory Sick Pay element from the HM Revenue and Customs.
- 3.12 Entitlement to payment is subject to notification of absence and production of medical certificates as required above.

**Scale of Payment**

- 3.13 Subject to the above conditions of this scheme, when absent from duty owing to illness (which term is deemed to include injury or other disability) you will be entitled to receive an allowance in accordance with the following scale:

during 1st - year of service	one month's full pay and ( after completing 4 months service) 2 months half pay
during 2nd - year of service	2 months full pay and 2 months half pay.
during 3rd - year of service	4 months full pay and 4 months half pay.
during 4th & 5th - year of service	5 months full pay and 5 months half pay.
after 5-years service	6 months full pay and 6 months half pay.

- 3.14 **NB** For the purposes of calculating "half" pay, the rate of pay for the agreed salary month will be used.

## 4 DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS

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

## **5 HOLIDAYS**

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

## 6 ACCIDENTS

- 6.1 Absences resulting from accidents at work are treated as sickness absence and the Council's normal rules will apply to such absences (part 3, section 1).
- 6.2 All accidents and incidents (including near-miss incidents) must be reported to the appropriate line manager/supervisor so that the cause can be ascertained, the control measures re-evaluated and action taken to prevent recurrence.
- 6.3 All accidents and incidents, no matter how minor, **must be recorded in the Accident Book.**
- 6.4 It is the responsibility of all employees to provide complete and accurate information to enable management to find out what went wrong, learn lessons and take action to prevent or reduce such accidents/incidents in the future.

## **7 SMOKING**

### **7.1 Purpose**

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces). Exposure to second-hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not stop potentially dangerous exposure.

### **7.2 Policy**

It is the policy of the Council that all of its workplaces are smoke-free and all employees have a right to work in a smoke-free environment.

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

### **7.3 Implementation**

Overall responsibility for policy implementation and review rests with the Senior Committee Administrator. All staff are obliged to adhere to and to facilitate the implementation of the policy.

The person named above shall ensure that all existing employees, consultants and contractors are aware of the policy and of their role in the implementation and monitoring of the policy. They will also ensure that all new personnel are given a copy of the policy on recruitment or induction.

Appropriate 'No smoking' signs will be clearly displayed at or near the entrances to the premises and elsewhere around Council premises. Signs will also be displayed in Council vehicles that are covered by the new law.

### **7.4 Non-compliance**

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

## **8 FIRE**

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

## **9 INTERNET AND EMAIL**

### **Introduction**

- 9.1 The Council's computer system contains an e-mail facility, which is intended to promote effective communication on matters relating to the Council's business. The e-mail system should therefore be used for that purpose only. You have no right to privacy when using the Council's computer system. This means the e-mail system should not be used for spreading gossip or for personal gain or in breach of any of the Council's standard employment policies on issues such as sexual or racial harassment.
- 9.2 Messages sent on the e-mail system are to be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best Council practice. Messages should be concise and directed to those individuals with a need to know. General messages to a wide group should only be used where necessary and ALWAYS use the blind carbon copy facility (BCC) to protect customer/client confidentiality.
- 9.3 Confidential information should not be sent externally and in some cases internally, by e-mail without express authority and unless the messages can be lawfully encrypted.

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

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

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

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

### **Security**

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

### **General Rules**

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

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

**Internet**

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

## **10 JURY DUTY**

- 10.1 Leave of absence will normally be granted to employees called for jury duty. If you receive a notice of jury duty you must notify your line manager as soon as possible in order that arrangements may be made to cover your position.
- 10.2 An employee on jury duty will be expected to work as much of his/her regularly scheduled work week as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the number of hours he/she is normally scheduled to work during a normal working week (unless additional time is absolutely necessary and mutually agreed upon by the employee and Council).
- 10.3 If you hold a position crucial to the operation of the Council, or in the event that your absence from work over a long period of time could cause hardship to the Council, the Council may petition the jury selection committee to excuse you from jury duty. Also, you may personally petition to be excused from jury duty if jury duty would cause hardship to your family.
- 10.4 An employee serving on jury duty must present the official court cheque or other documentation of remuneration to their line manager so that arrangements for the payment of any difference between regular pay and jury duty compensation can be made. In no event will make-up pay exceed compensation for the number of hours the employee is normally scheduled to work during a given work week, and in any case payment will only be made to cover the period that the jury is expected to attend the court.

## **11 UNAUTHORISED ABSENCE**

- 11.1 Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by the Council in advance shall be regarded as an unauthorised absence and will result in disciplinary action being taken.

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

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

### **Use Of Mobile Phones in Vehicles**

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

### **13 DRESS CODE**

- 13.1 Proper attire is necessary to maintain an image which reflects the Council's professionalism and high standards. It is important that dress is appropriate for the Council's environment.
- 13.2 Trainers, jeans or other casual clothing, including walking barefoot in office hours are not considered to be appropriate attire. If further guidance regarding attire is required, this should be discussed with your line manager.
- 13.3 If you arrive at work inappropriately dressed we reserve the right to require you to go home and get changed and not to pay you in respect of any time lost.

## **14 EXPENSES**

- 14.1 Any travel, mileage, subsistence expenses incurred by you in connection with Council business and approved by the Council will be paid at the agreed NJC rate laid down at the time.

## **15 APPRAISAL**

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

## **16 MEMBERSHIP OF UNION**

- 16.1 The Council, as your employer, supports the system of collective bargaining in every way and believes in the principle of solving industrial relations' problems by discussion and agreement. For practical purposes, this can only be conducted by representatives of the employers and of the employees. If collective bargaining of this kind is to continue and improve for the benefit of both, it is essential that the employees' organisations should be fully representative. Your Council is associated with other local authorities represented on the national and provincial councils dealing with local authorities' services. It is equally sensible for you, too, to be in membership of a trade union representing you on the appropriate negotiating body.

## **SECTION 2 – POLICIES**

### **1 DISCIPLINARY POLICY & CAPABILITY POLICY**

#### **DISCIPLINARY POLICY**

##### **Purpose and scope**

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

##### **Principles**

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

##### **The Procedure**

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

- 1.10 This will normally be:

- a *first warning for misconduct* if conduct does not meet acceptable standards. This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change.

###### *Final written warning*

- 1.11 If the offence is sufficiently serious, or if there is further misconduct during the currency of a prior warning, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept by the

supervisor but will be disregarded for disciplinary purposes after twelve months subject to achieving and sustaining satisfactory conduct.

#### *Dismissal or other sanction*

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

#### **Gross misconduct**

1.14 The following list provides some examples of offences which are normally regarded as gross misconduct:

- Theft, dishonesty, falsification of documents or fraud
- physical violence/intimidation/aggressive behaviour or bullying
- deliberate/wilful negligent damage to property
- serious misuse of an organisation's property or name
- deliberately accessing internet sites containing pornographic, inappropriate, offensive or obscene material
- serious insubordination
- unauthorised absence
- failing to follow a reasonable management instruction
- unlawful discrimination or harassment
- bringing the organisation into serious disrepute
- serious incapability at work brought on by alcohol or illegal drugs
- causing loss, damage or injury through serious negligence
- a serious breach of health and safety rules
- a breach of trust & confidence.

1.15 If you are accused of an act of gross misconduct, you may be suspended from work on full pay, whilst the alleged offence is investigated. If, on completion of the investigation and the full disciplinary procedure, the organisation is reasonably satisfied that gross misconduct has occurred, the result will normally be summary dismissal without notice or payment in lieu of notice.

#### **Appeals**

1.16 An employee who wishes to appeal against a disciplinary decision must do so within five working days. A nominated senior manager will hear the appeal and his/her decision is final.

#### **CAPABILITY POLICY**

##### **Purpose and Scope**

1.17 This procedure is designed to help and encourage all employees to achieve and maintain satisfactory standards of work performance and to encourage improvement where necessary. The aim is to ensure consistent and fair treatment for all.

##### **Principles**

- 1.18 It is the Council's policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts.
- 1.19 If recourse to a formal capability procedure is deemed necessary the Council will ensure that
- the employee is given a written statement of the reasons for concern;
  - a discussion about the employee's poor performance is held; and
  - the employee is given the right to appeal.
- 1.20 In serious cases of gross negligence the Disciplinary procedure will be used and dismissal without previous warnings may be the appropriate sanction.
- 1.21 This procedure (including any time limits) may be varied as appropriate to a particular case.

## **The Procedure**

### **Informal Discussions**

- 1.22 In the first instance, performance issues should normally be dealt with informally between the employee and the employee's manager. Informal discussions may be held with a view to (for example)
- clarifying the required standards;
  - identifying areas of concern;
  - establishing the likely causes of poor performance and identifying any training needs;
  - setting targets for improvement and/or
  - agreeing a time-scale for review.
- 1.23 Where informal discussions have not resulted in a satisfactory improvement or in more serious cases the formal procedure set out below should be used.

### **Formal Procedure**

- 1.24 A discussion will be held at each stage of the capability procedure. A meeting at each stage of the capability process will be taken into consideration and in the interests of speed and efficiency a telephone conversation may be substituted for a face-to-face meeting with the employee's consent. However the final stage of the process will normally give rise to a face-to-face meeting. Correspondence with the employee may be undertaken by e-mail.

### **Stage 1 – Meeting – Action Planning**

- 1.25 Unless it is impractical to do so, the employee will be given at least 5 working days written notice of the date, time (and place if appropriate) of the discussion about work performance. The letter will also outline the concerns over the employee's performance and the basis for those concerns. The employee will have a reasonable opportunity to consider this information before the meeting.
- 1.26 The discussion will normally be held by the employee's line manager. The employee may be accompanied by a work colleague or trade union representative during the discussion.
- 1.27 The employee must take all reasonable steps to undertake the discussion. Failure to undertake the discussion without good reason may be treated as misconduct. If the employee or the accompanying person cannot attend at the time specified the employee should inform the manager immediately and the manager will seek to agree an alternative time.

- 1.28 During the discussion the line manager will:
- discuss the evidence of poor performance collated;
  - allow the employee to comment and explain the employee's side of the story; and
  - allow the accompanying person (if any) to ask any questions.
- 1.29 The manager will then close the discussion. The employee's input will be considered before he/she is informed of any decision within 5 working days (unless this time scale is not practicable, in which case the manager will confirm this information as soon as it is practicable).
- 1.30 Following the meeting, the manager will write to the employee, setting out the findings from the discussion and his or her decision (no warning, first or final warning) and the employee's right to appeal against the decision. If the manager finds the employee's performance to be unsatisfactory he/she will provide the employee with an action plan, under cover of the same letter, which will set out;
- the performance problem;
  - the improvement that is required;
  - a review date (normally 3 to 6 months hence);
  - the support (if appropriate) that the Council will provide to assist the employee.
- 1.31 The letter will also state that the warning is the first stage of the Council's capability procedure and that failure to improve in accordance with the terms of the action plan will lead to a further or final written warning and could ultimately lead to dismissal, unless significant improvement occurs.
- 1.32 A first written warning given to the employee as a result of this procedure will normally remain on the employee's record for 6 months, after which time the warning will be disregarded for the purpose of the capability procedure. A copy of the action plan will be kept by the Council and used as the basis for monitoring and reviewing the employee's performance up to the review date.

### **Stage 2 – Review Meeting**

- 1.33 Unless otherwise agreed, the review discussion will be held on or close to the date set out in the action plan, whereupon the Manager will;
- discuss with the employee any continued evidence of poor performance, or alternatively evidence of significant improvements in performance.
  - allow the employee to give his or her side of the story; and
  - let the accompanying person (if any) ask questions.
- 1.34 The review meeting will then be closed. The manager may not inform the employee of any decision during the discussion, as s(he) will need time to assess the employee's input before arriving at a decision. The employee will be informed that a) significant improvement has occurred and there is no further need to pursue the capability procedure or that b) a further discussion will be held at Stage 3.

### **Stage 3 – Meeting – Final Written Warning**

- 1.35 Following a first written warning and at the end of a further period, during which time the employee is given a further opportunity to improve, if there has been no improvement, the employee will be invited to undertake a further discussion or meeting with the Town Clerk setting out the issues in writing and informing the employee of his or her right to be accompanied. At the meeting, as before, the employee will be given an opportunity to state his or her case before closure of the meeting. The employee may be accompanied by a work colleague or trade union representative during the discussion.

- 1.36 If the Town Clerk decides that there has been a failure to improve within the timescale set out in the action plan, the employee will be issued with a final written warning. The final written warning will give details of the failure to perform. It will also warn the employee that failure to improve will lead to dismissal and refer to the employee's right to appeal. Again, the steps required to prevent dismissal will be set out in an action plan addressed to the employee.
- 1.37 A final written warning given to the employee as a result of this procedure will normally remain on the employee's record for 12 months, after which time it will be disregarded for the purposes of the capability procedure. A record of the warning will form a permanent part of the employee's personnel record. A copy of the second action plan will be kept by the Council and used as the basis for monitoring and reviewing the employee's performance up to the second and final review date.

#### **Stage 4 – Final Review Meeting**

- 1.38 Unless otherwise agreed, the review meeting will be held on or close to the date set out in the action plan, whereupon the Town Clerk will;
- discuss with the employee any continued evidence of poor performance, or alternatively evidence of significant improvements in performance.
  - allow the employee to give his or her side of the story; and
  - let the accompanying person (if any) ask questions.
- 1.39 The final review meeting will then be closed. The Town Clerk may not inform the employee of any decision at the meeting, as time will be taken to assess the employee's input before arriving at a decision. The employee will be informed that either a) significant improvement has occurred and there is no further need to pursue the capability procedure or that b) a further meeting will be held at Stage 5 and that dismissal is a possible outcome.

#### **Stage 5 – Potential Dismissal**

- 1.40 If following a final written warning and at the end of a further period, during which time the employee is given a further opportunity to improve, there has been no improvement, the employee will be invited to a further meeting with the Town Clerk setting out the issues in writing and informing the employee of his or her right to be accompanied. At the meeting, as before, the employee will be given an opportunity to state his or her case. The meeting will then be closed.
- 1.41 If there has not been sufficient evidence of improvement or sustained satisfactory performance presented at the final review meeting, the employee will receive written confirmation of the terms of their employment termination on the grounds of the capability and the basis for the decision. A decision to dismiss will only be taken by the Town Clerk. The employee will be informed of his or her right to appeal.

#### **Appeals**

- 1.42 The employee may appeal against any formal disciplinary action taken against them by the Council under the Capability Policy. The appeal must be in writing, stating the full grounds of appeal, addressed to the Town Clerk, within one week of the date on which the employee was informed of the decision.
- 1.43 The appeal hearing will be heard by the Finance and Administration Committee. Wherever possible the Town Clerk will give the employee at least 5 days' notice of the appeal hearing. In any event the appeal hearing will be held as soon as possible. The employee has a right to be accompanied by a colleague or Trade Union representative.
- 1.44 Following the hearing, the Council may:
- confirm the original decision;

- revoke the original decision; or
- substitute a different outcome (at an equal or lesser, but not higher level than the original penalty).

1.45 The final decision will be confirmed to the employee in writing, if possible, within one week of the appeal hearing. There will be no further right of appeal.

## **2 GRIEVANCE POLICY**

### **Dealing with grievances informally**

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

### **Formal grievance**

- 2.2 If the matter is serious and/or you wish to raise the matter formally you should set out the grievance in writing to your manager. You should stick to the facts and avoid language that is insulting or abusive. Where your grievance is against your manager and you feel unable to approach him or her you should talk to another manager or the owner.

### **Grievance hearing**

- 2.3 Your manager will call you to a meeting, normally within 5 days, to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting the manager will give you a decision in writing, without reasonable delay.

### **Appeal**

- 2.4 If you are unhappy with your manager's decision and you wish to appeal you should let your manager know. You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by a more senior manager (or the Council owner). You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.
- 2.5 After the meeting the manager (or owner) will give you a decision, without reasonable delay. The manager's (or owner's) decision is final.

### **Mediation**

- 2.6 In addition, where appropriate and at any stage of the process, either party can request that the matter is subject to mediation, including the use of external third party mediators in an attempt to reach a mutually agreeable outcome.

### 3 EQUAL OPPORTUNITIES POLICY

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

#### What is discrimination?

- 3.4 **Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.
- 3.5 **Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- 3.6 **Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- 3.7 **Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- 3.8 **Harassment** – unwanted conduct related to a relevant protected characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. Employees may complain of such offensive behaviour even if it is not directed towards them personally.
- 3.9 **Harassment by a third party** – harassment of employees by third parties such as customers or clients.
- 3.10 **Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance under the Equality Act 2010 or are suspected of doing so.

#### Commitment

- 3.11 We are committed to ensuring that all of our employees and applicants for employment are protected from unlawful discrimination in employment.
- 3.12 Recruitment and employment decisions will be made on the basis of fair and objective criteria.
- 3.13 Person and job specifications shall be limited to those requirements which are necessary for the effective performance of the job.

- 3.14 Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.
- 3.15 All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.
- 3.16 Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Council's grievance procedure.

## 4 HARASSMENT POLICY

- 4.1 Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.
- 4.2 Harassment is either:
- 4.2.1 Unwanted conduct related to a relevant Protected Characteristic which affects the dignity of men or women at work; or
  - 4.2.2 Bullying of colleagues by intimidatory behaviour; or
  - 4.2.3 Unfavourable conduct at work, whether verbal or non-verbal, towards someone based on a Protected Characteristic which could affect his/her dignity at work.
- 4.3 A single incident can amount to harassment if sufficiently grave.
- 4.4 Examples of harassment include:
- 4.4.1 Insensitive jokes and pranks.
  - 4.4.2 Lewd comments about appearance.
  - 4.4.3 Unnecessary body contact.
  - 4.4.4 Displays of sexually offensive material, e.g. Pin-ups.
  - 4.4.5 Repeated instances of minor harassment acts.
  - 4.4.6 Requests for sexual favours.
  - 4.4.7 Speculation about a person's private life and or sexual activities.
  - 4.4.8 Threatened or actual violence.
  - 4.4.9 Threat of dismissal, loss of promotion, etc. for refusal of sexual favours.
  - 4.4.10 Jokes about a person being either too old or too young to do a job properly.
  - 4.4.11 Age related jokes.
- 4.5 Bullying is defined as any form of physical or verbal attack and/or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.
- 4.6 Employees may complain of behavior that they find offensive even if it is not directed at them personally and they do not personally possess the relevant Protected Characteristic.
- 4.7 Employees are also protected from harassment related to Discrimination by Perception and Associative Discrimination.

- 4.8 Where harassment arises from people not directly employed by the Council eg. customers or clients, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.
- 4.9 Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Council's grievance procedure.

## **5 EQUAL PAY POLICY**

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

## **6 DIGNITY AT WORK POLICY**

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

## **7 STRESS POLICY**

- 7.1 Life and work have become much busier in recent times. There seems to be too much to do and too little time to do it in. As a consequence, more employees are experiencing stress at work.
- 7.2 Stress at work can come about for a variety of reasons. It may be excessive workload, unreasonable expectations, or overly-demanding work colleagues. As a reasonable Council, we try to ensure that you are in a pleasant working environment and that you are as free from stress as possible.
- 7.3 If you experience unreasonable stress which you think may be caused by work you should raise your concerns through the Council's grievance procedure.
- 7.4 Managers, when performing risk assessments on the activities of their department, will pay special attention to potential risks from stress and signs of stress at work will be noted.
- 7.5 The Council (if deemed appropriate) will offer an employee assistance scheme which will offer confidential and individual counselling to employees who may need it.
- 7.6 Any employee with clear stress-related problems shall receive (if requested) appropriate counselling and help from the Council (employee) assistance scheme but it is understood that this is not an alternative to looking at the cause of the stress and, if work-related, seeking to alter the structure and working arrangements of the job.
- 7.7 Following action to reduce the risks, they shall be reassessed. If the risks remain unsustainable by the employee concerned, efforts shall be made to reassign that person to other work for which the risks are assessed as tolerable.

## **8 RELATIONSHIPS AT WORK**

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

- 8.11 Applicants for employment within the Council will be asked to declare whether they are in a personal relationship with any existing employee of the Council. The existence of a relationship between an applicant and an employee will not bar anyone from applying to the Council for employment, but relationships must be declared at the outset.
- 8.12 External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with, has no involvement in the application process.
- 8.13 Managers and staff who are uncertain about whether they should take action regarding a personal relationship (whether their own or someone else's relationship that is affecting them) are invited to seek guidance in confidence from the Council's HR Consultants.
- 8.14 Employee should be aware that a breach of this policy could lead to disciplinary action being taken.

## **9 MATERNITY POLICY**

### **Ante-natal Care**

- 9.1 You have the right not to be unreasonably refused paid time off during working hours to receive ante-natal care.
- 9.2 The appointment must be made on the advice of a registered doctor, midwife or health visitor. After the first appointment, you must be prepared to produce a certificate confirming your pregnancy and your appointment card. Time off for ante-natal classes will be paid at the appropriate hourly rate, the calculation of which depends on whether or not you have regular hours.

### **Maternity Leave**

- 9.3 You are entitled to a maximum of 52 weeks maternity leave comprising of Ordinary Maternity Leave and Additional Maternity Leave.
- You are entitled to Maternity Leave provided you notify the Council on or before the 15<sup>th</sup> week before the baby is due of:
- 9.3.1 your pregnancy; and
  - 9.3.2 your Expected Week of Childbirth (EWC); and
  - 9.3.3 the date on which you intend your Ordinary Maternity Leave to start. This date cannot be earlier than the 11<sup>th</sup> week before the EWC; and
  - 9.3.4 you must also provide the Council with the original Maternity Certificate (MAT B1) issued by your doctor.
- 9.4 Ordinary Maternity Leave is a maximum of 26 weeks in duration.
- 9.5 You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.
- 9.6 Ordinary Maternity Leave commences on the date chosen by you except:
- 9.6.1 where Ordinary Maternity Leave commences early due to pregnancy related sickness absence.
  - 9.6.2 Ordinary Maternity Leave will commence on the day of childbirth if this is earlier than your chosen start date.

### **Additional Maternity Leave**

- 9.7 You will be entitled to Additional Maternity Leave. This is an additional period of 26 weeks' maternity leave following immediately after the end of the Ordinary Maternity Leave. You therefore receive a total maximum period of maternity leave of 1 year.

### **Information from you - Intended Start of Maternity Leave**

- 9.8 At the same time as giving the Council the Maternity Certificate and informing us of your pregnancy, you should also give notice of the date on which you intend to start maternity leave. If you cannot provide this information on or before the 15<sup>th</sup> week before the EWC you should do so as soon as is reasonably practicable.

- 9.9 If you change your mind about your intended start date of leave, you must give the Council at least 28 days notice either before the original or new start date of leave, whichever is the earliest.
- 9.10 If you give less than 28 days notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Council may refuse to allow you to start your maternity leave until the 29<sup>th</sup> day after receipt of notice.

### **Information from the Council - Expected Date of Return**

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

### **Maternity Payment Period**

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

### **Statutory Maternity Pay**

- 9.14 You will qualify for Statutory Maternity Pay (SMP) if:
- 9.14.1 you have been employed by the Council for 26 weeks prior to the 15<sup>th</sup> week before EWC; and
  - 9.14.2 you pay sufficient National Insurance Contributions; and
  - 9.14.3 you notify the Council at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give the Council an explanation of the delay.
- 9.15 SMP will not be paid before the 11<sup>th</sup> week before the EWC.
- 9.16 There are two rates of SMP, an earnings related rate and a prescribed rate. The earnings related rate is paid during the first 6 weeks of Ordinary Maternity Leave and the prescribed rate is paid during the following 33 weeks of Maternity Leave giving a total of 39 weeks maximum entitlement of SMP.
- 9.17 The earnings related rate of SMP is 90% of your average weekly earnings. Your average weekly earnings are calculated on the basis of average earnings during the 8 weeks immediately preceding the 14<sup>th</sup> week before the EWC.

### **Maternity Allowance**

- 9.18 If you do not qualify for SMP, the Council will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.
- 9.19 Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less.
- 9.20 Maternity Allowance is claimed by you from the Department of Work and Pensions (DWP). You would receive Maternity Allowance from the DWP not the Council. It is your responsibility to claim Maternity Allowance from the DWP at a Benefits Office.

### **Working during the Maternity Payment Period (MPP)**

9.21 If you work for the Council during the 26 weeks of your MPP you will receive normal remuneration for the periods you work.

9.22 If you:

9.22.1 are taken into legal custody, or

9.22.2 work for another Council

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

### **Notice of Actual Date of Birth**

9.23 You should inform your line manager as soon as reasonably practical of your baby's actual date of birth.

### **Returning To Work**

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

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

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

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

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

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

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

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

### **The Job**

9.30 If you return at the end of Ordinary Maternity Leave, you are entitled to return to the same job.

9.31 It may not be practicable for the Council to offer you the same job after taking Additional Maternity Leave. If this is the case, the Council will offer you suitable alternative employment (unless a redundancy situation arises).

### **Keeping in Touch Days**

9.32 By agreement you may be entitled to work for up to 10 days during your maternity leave period.

9.33 If you wish to consider working during this period please contact the Town Clerk/Chief executive who will notify you and agree terms and remuneration.

**Health & Safety**

9.34 Some circumstances exist where the Council may have to suspend you on full pay because of your condition. These circumstances might include:

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

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

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

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

9.35 Before such action is taken, every possible effort will be made by the Council to change your hours of work or working conditions if there is a health and safety risk, or to find suitable alternative work for you.

9.36 The Council is required to assess the risks to health and safety to which pregnant employees and others could be exposed. Please refer to the Council's Health and Safety Policy for details.

## **10 PATERNITY LEAVE POLICY**

- 10.1 Paternity leave and paternity pay are available to employees who are the father of a new born child or the spouse or partner of the mother or adoptive parent.
- 10.2 **Adopted children**; paternity leave and pay applies to employees who receive notice from an approved adoption agency that a match with a child (under 18) has been made and placement started.

### **Qualification**

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

### **Duration of Leave**

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

### **When Leave can be Taken**

- 10.7 You can choose to start your leave:
- 10.7.1 from the date of the child's birth (or date of placement in adoption cases); or
  - 10.7.2 from a chosen number of days or weeks after the date of the child's birth or placement; or
  - 10.7.3 from a chosen date.
- 10.8 The leave must be completed:
- 10.8.1 within 56 days (8 weeks) of the actual date of birth of the child; or
  - 10.8.2 if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.

### **Notification**

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

### **Statutory Paternity Pay**

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

### **Qualification**

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

### **Amount Paid**

- 10.15 SPP will be the lesser of the current weekly prescribed rate or 90% of the employee's average weekly earnings.
- 10.16 If you do not qualify for SPP you may be eligible for income support whilst on paternity leave.

10.17 You should discuss your particular circumstances with your local social security office (Department for Work and Pensions) as you may be eligible for further financial support, such as housing benefit, council tax benefit, tax credits or a Sure Start Maternity Grant.

## **11 ADOPTION LEAVE POLICY**

### **Qualification**

- 11.1 Adoption leave and pay is available to individuals who adopt, or one member of a couple where a couple adopt jointly.
- 11.2 Both paid adoption leave and paid paternity leave will be available to employees who qualify where an approved adoption agency notified the adopter of a match with a child.
- 11.3 To qualify for adoption leave, you must:
  - 11.3.1 have been notified that you have been matched by an adoption agency with a child for the purposes of adoption; and
  - 11.3.2 have been continuously employed by the Council for a period of not less than 26 weeks ending with the week on which the notification was given; and
  - 11.3.3 give the Council appropriate notice; and
  - 11.3.4 give the Council a Matching Certificate as evidence of entitlement to adoption leave.

### **Notification**

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

### **Matching Certificate**

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

### **Duration of Leave**

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

### **When Leave Can Be Taken**

- 11.10 You can choose to start your leave either:
- 11.10.1 from the date of placement (whether this is earlier or later than expected); or
  - 11.10.2 from a fixed date which can be up to 14 days before the expected date of placement.
- 11.11 Only one period of leave is available regardless of whether more than one child is placed for adoption as part of the same arrangement.
- 11.12 Sometimes the placement ends during the adoption leave period, for instance when the adoption agency that matched the employee with the child notifies the employee that the child will not in fact be placed with him or her or if the child dies or the match is considered unsuitable. If this happens, you are entitled to continue the adoption leave for up to 8 weeks after the end of the placement.
- 11.13 It should be noted that adoption leave is in addition to parental leave (currently 13 weeks or 18 weeks for parents of disabled children).

### **Returning to Work**

#### **Right to Return**

- 11.14 Where you take Ordinary Adoption Leave only (ie: up to 26 weeks) you have the right to return to the same job as you left and to be treated as if you had never been absent.
- 11.15 Where you take Additional Adoption Leave (ie: more than 26 weeks and up to 52 weeks' leave) you have the right to return to the same job, or if that is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances.

#### **Notice of Return**

- 11.16 Where you intend to return to work on the Expected Return Date no notice is required to be given to the Council.
- 11.17 Where you wish to return to work before the Expected Return Date, you must give the Council at least 8 weeks notice of the date you intend to return. This notice may be verbal.
- 11.18 If you fail to give at least 8 weeks notice then the Council is entitled to postpone your return and is not obliged to pay you your normal remuneration until the agreed return date.

#### **Adoption Pay**

- 11.19 Statutory Adoption Pay (SAP) is available if you:
- 11.19.1 have 26 weeks continuous service by the week in which you are notified by an approved adoption agency that match has been made with a child; and
  - 11.19.2 give appropriate notification to the Council; and
  - 11.19.3 gives the Council a completed Self Certificate; and
  - 11.19.4 have average weekly earnings of not less than the lower earnings limit apply to National Insurance Contributions.

### **Notification**

- 11.20 You must give the Council at least 28 days' notice of the date upon which you expect any payment of Statutory Adoption Pay to begin, unless this is not reasonably practicable.
- 11.21 You can change your mind about the date you want your SAP to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable).
- 11.22 If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation for the delay.

### **Amount Paid**

- 11.23 SAP will be the lesser of the prescribed rate per week or 90% of your average weekly earnings. This rate is the same for Statutory Maternity Pay and Statutory Paternity Pay.

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

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

## **12 PARENTAL LEAVE POLICY**

- 12.1 The Council recognises the importance of balancing our working lives with home and family commitments.
- 12.2 In line with the Council's policy to adapt to developments in employment law and follow best practice in employment relations, we set out below the scheme adopted by the Council and the key facts about parental leave.

### **Eligibility**

- 12.3 To be eligible to take parental leave you must be a parent (including adoptive parents) of a child born (or adopted) after 15<sup>th</sup> December 1999; or anyone who has obtained formal parental responsibility for a child under the Children Act or its Scottish equivalent after 15<sup>th</sup> December 1999. We may need to request evidence of this, for example in the form of a birth certificate.
- 12.4 In addition you must have completed one year's service with the Council.

### **Entitlements**

- 12.5 If you meet the conditions set out above you are entitled to a total of 13 weeks (unpaid) parental leave in respect of each child (18 weeks if you are the parent of a child entitled to a disability living allowance).

### **Time Limit**

- 12.6 Parental leave can be taken up until the child's fifth birthday. In the case of adopted children, leave can be taken up until five years have elapsed following placement (or until the child's 18<sup>th</sup> birthday if that comes sooner);
- 12.7 If you have a disabled child, leave can be taken until the child's 18<sup>th</sup> birthday. For the purposes of parental leave, a disabled child is one for whom disability living allowance has been awarded.

### **Parental Leave Scheme**

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

### **Your Rights Whilst on Leave**

- 12.13 At the present time there is NO ENTITLEMENT TO REMUNERATION, ie the leave is unpaid. However, you are guaranteed the right to return to the same job as before you went on leave.

- 12.14 In the case of mothers taking parental leave immediately following maternity leave there are special provisions depending on whether the mother has taken ordinary or additional maternity leave;
- 12.15 **Ordinary** maternity leave period (26 weeks) - return to the same job;
- 12.16 **Additional** maternity leave period - return to the same job unless this would not have been reasonably practicable at the end of the additional leave period and is still not reasonably practicable, in which case a similar job which has the same or better status, terms and conditions as the old job.
- 12.17 During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, compensation in the event of redundancy and disciplinary and grievance procedures.

### **Postponement of Leave**

- 12.18 If we consider that your absence will unduly disrupt the business, the Council can postpone the leave for no longer than 6 months from the beginning of the period that you requested to start your parental leave;
- 12.19 Examples of the reasons which might justify the Council postponing parental leave include work being at a seasonal peak, a significant proportion of the workforce applying for parental leave at the same time or if your role is such that your absence at a particular time would unduly harm the business.
- 12.20 If this is the case and we need to postpone your leave we will discuss the matter with you and confirm the postponement arrangements in writing no more than 7 days after your notice to take leave. The notice will set out the reason for the postponement and the new dates of parental leave. If leave is postponed, the length of the leave will still be the equivalent of your original request.
- 12.21 We trust that the above guidance is helpful in setting out the right to take parental leave, however, if you have any further questions, please do not hesitate to raise them with the Town Clerk/Chief Executive

## **13 TIME OFF FOR DEPENDANTS POLICY**

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

### **Dependants**

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

### **The Emergency**

- 13.3 The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with the Council by taking another form of leave, such as parental, maternity, paternity or adoption leave.
- 13.4 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:
- 13.4.1 is ill and needs your help
  - 13.4.2 is involved in an accident or assaulted
  - 13.4.3 needs you to arrange their longer term care
  - 13.4.4 needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
  - 13.4.5 goes into labour
- 13.5 You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral.

### **Length of Time Off**

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

### **Notice**

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

## **14 FLEXIBLE WORKING POLICY**

### **Qualification**

- 14.1 In order to make a request for flexible working you must:
- 14.1.1 be an employee;
  - 14.1.2 not be an agency worker;
  - 14.1.3 have a child under 17 years, or 18 years in the case of a disabled child;
  - 14.1.4 have been continuously employed by the Council for a period of not less than 26 weeks at the date the application is made;
  - 14.1.5 make the application no later than before the child's 17<sup>th</sup> birthday or 18<sup>th</sup> birthday in the case of a disabled child;
  - 14.1.6 have or expect to have responsibility for the child's upbringing;
  - 14.1.7 be making the application to enable you to care for the child;
  - 14.1.8 be responsible for the care of a person aged 18 or over.
  - 14.1.8 not have made another application to work flexibly under the right to make such applications during the past 12 months.
- 14.2 The right to apply for flexible working arrangements applies to the mother, father, adopter, guardian or foster parent of the child or the partner or spouse of such a person, living with the child.

### **Scope of a Request**

- 14.3 If you qualify, you have a legal right to request:
- 14.3.1 a change to hours worked;
  - 14.3.2 a change to the times you are required to work;
  - 14.3.3 a change in duties;
  - 14.3.4 a change to any other terms of your employment.
- 14.4 Any agreed change to your terms and conditions will be permanent, unless we agree otherwise.

### **Your Application**

- 14.5 If you decide to make a flexible working request you must follow this procedure. However, before making an application you should think about:
- 14.5.1 what working pattern will help you best care for the child;
  - 14.5.2 the financial implications a change might have on you;

14.5.3 what effects, if any, the change will have on the Council's business and how these might be accommodated.

14.6 The application must be in writing, signed and dated and:

14.6.1 state that it is an application under the right to apply for flexible working arrangements;

14.6.2 specify the change applied for;

14.6.3 specify the date on which you would like the change to be effective;

14.6.4 explain what effect, if any, you think making the change applied for would have on the Council; and

14.6.5 explain how you meet the eligibility requirements.

14.7 You can only make one application per year. If you have made a previous application to the Council for flexible working arrangements then the application must state this and give the date on which the previous application(s) are or were made.

### **The Council's Response**

14.8 The Council may agree to the request without discussing it with you provided we notify you within 28 days of receipt of the application that the request is granted.

14.9 Otherwise, the Council will arrange to meet with you within 28 days of receiving the application (or longer if mutually agreed). If the individual who would normally consider your application is on holiday or sick leave this time limit will be automatically extended.

### **The Meeting**

14.10 You are entitled to bring a companion to the meeting. The companion can address the meeting but not answer questions on your behalf. The companion should be a trade union representative or work colleague of your choosing.

14.11 At the meeting, we will discuss the work pattern suggested in depth and how best it might be accommodated. If there are problems in accommodating the request, we will consider alternative working patterns.

### **After the Meeting**

14.12 Within 14 days of the meeting we will write to you to either agree a new working pattern and a start date or, where the decision is to refuse the variation, to set out the grounds for the refusal;

14.13 The grounds on which the Council can reject your request include:

14.13.1 burden of additional costs;

14.13.2 detrimental effect on the ability to meet customer demand;

14.13.3 inability to reorganise work amongst existing staff;

14.13.4 inability to recruit additional staff;

14.13.5 detrimental effect on quality;

- 14.13.6 detrimental impact on performance;
- 14.13.7 insufficiency of work during the periods the employee proposes to work;
- 14.13.8 planned structural changes;
- 14.13.9 any other ground allowed by regulations.

### **The Appeal Procedure**

- 14.14 You may appeal the Council's decision provided you do so within 14 days of receiving the Council's decision. The notice of appeal must be in writing, signed and dated as before, and set out the grounds of the appeal.
- 14.15 Within 14 days of receipt of the notice of appeal, the Council will either hold a meeting with you to hear the appeal *or* allow the appeal and notify you accordingly.
- 14.16 Within 14 days of holding the meeting to hear the appeal, the Council will give you notice of our decision on the appeal. If we allow the appeal the notice will specify the variation in terms and conditions agreed and the date from which it is to take effect. Where the Council dismisses the appeal, the notice will set out the grounds on which the dismissal is based.

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

- 15.1 The Council recognises that it has a legal duty of care towards protecting the Health and Safety of its employees and others who may be affected by the Council's activities.
- 15.2 In order to discharge its responsibilities the management will:
- 15.2.1 provide an organisational structure that defines the responsibilities for health and safety
  - 15.2.2 ensure that the systems and procedures relating to this Policy Statement are rigorously applied
  - 15.2.3 provide adequate control of the health and safety risks arising from our work activities
  - 15.2.4 consult with our employees on matters affecting their health and safety
  - 15.2.5 provide and maintain safe plant and equipment
  - 15.2.6 ensure the safe handling and use of hazardous substances
  - 15.2.7 provide information, instruction and supervision for employees
  - 15.2.8 provide adequate training and ensure that all employees are competent to do their tasks
  - 15.2.9 prevent accidents and cases of work-related ill health
  - 15.2.10 maintain safe and healthy working conditions
  - 15.2.11 satisfy itself that any organisation who is contracted to carry out work for the Council is able to demonstrate that it pays due regard to health and safety matters
  - 15.2.12 bring this Policy Statement to the attention of all employees and seek their co-operation in supporting the management in its efforts to establish and maintain a safe and healthy working environment.
- 15.3 This Health and Safety Policy Statement and its associated organisational arrangements, systems and procedures, will be reviewed at least annually and revised as necessary to reflect changes to the business activities. Any changes to the Policy will be brought to the attention of all employees.
- 15.4 It is the responsibility of all employees to co-operate in the implementation of this Health and Safety Policy within their areas of influence. All employees have a legal duty to ensure their own safety and the safety of others (for example, colleagues, visitors, contractors) under the Health and Safety at Work etc Act 1974. Employees must therefore:
- 15.4.1 Comply with any safety instructions and directions issued by the Council.
  - 15.4.2 Take reasonable care for your health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workmen, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable to you.
  - 15.4.3 Co-operate with the Council to ensure that the aims of the Health and Safety policy are achieved and any duty or requirement on the Council by or under any of the relevant statutory provisions is complied with.
  - 15.4.4 Report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury.

15.4.5 Use equipment or protective clothing provided in accordance with the training you have received.

15.4.6 Report any potential risk or hazard or malfunction of equipment to the appropriate authority.

15.5 Any failure by an employee to comply with any aspect of the Council's health and safety procedures, rules or duties will be treated by the Council as serious or gross misconduct.

15.6 You have a responsibility to observe all safety rules and to co-operate with the manager charged with responsibility for the implementation of the Council's health and safety policy to achieve a healthy and safe workplace and to take reasonable care of yourself and others.

## **16 ALCOHOL AND DRUG ABUSE POLICY**

- 16.1 You must not drink alcohol on the Council's premises without the Council's consent or the premises of its customers or clients without their consent.
- 16.2 Any employee who is found consuming alcohol on the Council's premises without the Council's consent or the premises of its customers and clients without their consent or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Council's disciplinary procedure.
- 16.3 Existing and prospective employees may be asked to undergo a medical examination, which will seek to determine whether he/she has taken a controlled drug or has an alcohol abuse problem.
- 16.4 A refusal to give consent to such an examination or a refusal to undergo the screening will result in the immediate withdrawal of any offer made to prospective employees and will normally be treated as gross misconduct for employees.
- 16.5 The possession, use or distribution of drugs for non-medical purposes on the Council's premises is strictly forbidden and a gross misconduct offence.
- 16.6 If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem with your line manager.
- 16.7 If the Council suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Council reserves the right to require you to undergo a medical examination to determine the cause of the problem.
- 16.8 If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.
- 16.9 If, having undergone a medical examination, it is confirmed that you have been positively tested for a controlled drug, or you admit there is a problem, the Council reserves the right to suspend you from your employment (with or without pay) to allow the Council to decide whether to deal with the matter under the terms of the Council's disciplinary procedure and/or to require you to undergo treatment and rehabilitation.
- 16.10 The Council reserves the right to search you or any of your property held on Council premises at any time if there are reasonable grounds to believe that this policy is being or has been infringed or for any other reason. If you refuse to comply with these search procedures, your refusal will normally be treated as gross misconduct.
- 16.11 The Council reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Council's premises.

## **17 BEREAVEMENT POLICY**

### **Funeral Leave for an Immediate Family Member**

- 17.1 When a death occurs in an employee's immediate family, all regular (i.e. not casuals) employees may take up to three (3) days off with pay to attend the funeral or make funeral arrangements. The pay for time off will be prorated for a part-time employee if the funeral occurs on a scheduled work day. There may be exceptional circumstances where paid time off may be increased by a further three (3) days. This will be at the discretion of the Town Clerk in consultation with the Mayor.
- 17.2 The Council may require verification of the need for the leave.

### **Immediate Family Defined for Bereavement Leave:**

- 17.3 Immediate family members are defined as an employee's spouse, civil partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

### **Non-family Member Funeral Leave:**

- 17.4 All regular employees may take up to one (1) day off with pay to attend the funeral of a close, non-family member. This time off will be considered by the line manager, to be approved by the Town Clerk on a case-by-case basis. The pay for time off will be prorated for a part-time employee if the funeral occurs on scheduled work days. The supervisor should confirm that the time is recorded accurately on the timesheets. The Council may require verification of the need for the leave.

### **Additional Time Off:**

- 17.5 The Council understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with his or her line manager, to be approved by the Town Clerk, for an additional five unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

## 18 DATA PROTECTION POLICY

- 18.1 The Data Protection Act relates to the handling of all data including employee information as well as client or customer related data. Data under the Act breaks down into two categories - ordinary personal data and sensitive personal data. The Act requires the Council to take additional steps to protect sensitive personal data.

### What Sensitive Personal Data Do We Hold?

- 18.2 The Council believe that the vast majority of the information which it holds is not considered (under the terms of the Act) to be sensitive personal data. The Council believe that the only exceptions to this are:
- 18.2.1 racial or ethnic origin - which we hold for the purposes of equal opportunity monitoring;
  - 18.2.2 pre-employment health questionnaire and other information relating to your health and sickness absence - which the Council holds so it can monitor and control sickness absence and ensure that it can pay you sick pay; and
  - 18.2.3 any disciplinary or other records to the extent that they relate to criminal offences. For example, this would include criminal offences which you disclosed when you applied for a job with the Council (and which are not exempt from disclosure under the Rehabilitation of Offenders Act) and data created in the thankfully infrequent event of allegations being made against employees that involve or could involve a criminal offence, such as theft.
- 18.3 Subject to some exceptions, the Data Protection Act requires the Council to obtain your explicit consent to hold and process sensitive personal data. Without this consent the Council will not be able to process this data which would for example potentially produce the result that the Council could not pay you if you were off sick.

### What Other Personal Data Do We Hold About You?

- 18.4 In general terms, the Act entitles you, on making a written request and paying the required fee, to obtain access to the data that the Council holds and processes about you. Precise details of what data the Council holds will vary from person to person. Broadly, however, the types of data that the Council will hold and process about you will include:
- 18.4.1 Personal Details
    - 18.4.1.1 Title, Name, Address - for contact purposes;
    - 18.4.1.2 Home and mobile phone numbers (if supplied) - for contact purposes;
    - 18.4.1.3 National Insurance number - for payroll processing and tax purposes;
    - 18.4.1.4 Date of birth and age - in order to address benefit related queries where age is a relevant factor and for the purpose of applying our retirement policy;
    - 18.4.1.5 Emergency contact (possibly next of kin) details - for emergency contact purposes and for administration of flexible benefits; and
    - 18.4.1.6 Marital status - in order to address benefit related queries where marital status may be a factor and for tax purposes.
  - 18.4.2 Employment record
    - 18.4.2.1 Start date and length of service - for processing and informational purposes and so as to determine employment rights and eligibility for some benefits;

- 18.4.2.2 Employment history - in order to monitor career development;
- 18.4.2.3 Holiday entitlement - for payroll processing and informational purposes;
- 18.4.2.4 Pension scheme member - in order to respond to enquiries;
- 18.4.2.5 Health and safety roles - if applicable;
- 18.4.2.6 Accidents at work - if applicable for health and safety reasons; and
- 18.4.2.7 Any current disciplinary warnings.

## **19 VEHICLE POLICY & USE OF MOBILE PHONE POLICY**

### **General**

- 19.1 Employees are notified individually if they are entitled to use a Council vehicle for the better performance of their duties. Council vehicles are provided as a tool of your trade and not as a benefit. Such entitlement is subject to the following terms and conditions of this policy. In the event of an Employee failing to comply with the obligations under this policy, the Council shall be entitled, at its sole discretion, to withdraw or limit the use of the Council vehicle so provided without giving any reason and without compensation.

### **Choice of vehicle**

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

### **Running and Other Costs**

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

### **Employee Obligations**

- 19.8 Employees provided with a Council vehicle are required to comply with the following requirements, which are conditions of entitlement to the use or benefit of a Council vehicle:-
- 19.8.1 to take reasonable care of the vehicle and to keep it in a clean condition;
- 19.8.2 to keep the vehicle in a roadworthy condition and to take appropriate action to remedy any faults;
- 19.8.3 to report at the earliest opportunity to the Council any damage to the vehicle or any accident arising from its use, regardless of how such damage or accident occurred. Failure to do so may lead to loss of insurance cover for such damage or accident, in which event the Employee will be liable to indemnify the Council for such loss;
- 19.8.4 to report at the earliest opportunity any incident concerning the police which arises from the use of the Council vehicle;
- 19.8.5 to comply with the provisions and conditions of any policy of insurance relating to the vehicle and the Council's requirements in respect of assisting with insurance claims or investigations into accidents, damage or police enquiries arising from the use of the Council vehicle. The employee is responsible

for the above matters, even if not personally driving the Council vehicle at the relevant time. No person other than the authorised employee is allowed to drive the vehicle unless they have the written permission of the Council.

### **Accidents**

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

### **Criminal Proceedings**

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

### **Termination of Employment**

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

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

- 19.15 As part of our overall health and safety policy, the Council is committed to reducing the risks which its staff face and create when driving or riding for work. The Council asks its entire staff to play their part, whether they use a Council vehicle, their own or a hire vehicle. Staff driving for work must never make or receive calls on a mobile phone, whether hand-held or hands-free, while driving. Persistent failure to do so will be regarded as a serious matter.

Senior Managers must:

- Lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues. They must never make or receive a call on a mobile phone while driving.

Line Managers must ensure that:

- they also lead by personal example
- they do not expect staff to answer calls when they are driving
- staff understand their responsibilities not to use a hand-held or hands-free mobile phone while driving
- staff switch phones to voicemail, or switch them off, while driving, or ask a passenger to use the phone
- staff plan journeys to include rest stops which also provide opportunities to check messages and return calls
- work practices do not pressurise staff to use a mobile phone while driving
- compliance with the mobile phone policy is included in team meetings and staff appraisals and periodic checks are conducted to ensure that the policy is being followed
- they follow the Council's monitoring, reporting and investigation procedures to help learn lessons which could help improve the Council's future road safety performance
- they challenge unsafe attitudes and behaviours, encourage staff to drive safely, and lead by personal example by never themselves using a phone when driving.

Staff who drive for work must:

- never use a hand-held or hands-free phone while driving
- plan journeys so they include rest stops when messages can be checked and calls returned
- ensure their phone is switched off and can take messages while they are driving, or allow a passenger to use the phone
- co-operate with monitoring, reporting and investigation procedures.

### **Variations**

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

## **20. RETIREMENT POLICY STATEMENT**

### **Preamble**

1. The Council has adopted a retirement policy which establishes that all employees, whether full-time or part-time, will normally retire from employment on reaching 65 years of age.
2. The Council acknowledges the importance for employees who have reached 65 to achieve a balance between work and other interests. Where requests to continue working beyond the normal retirement age are received, managers are encouraged to seriously consider any flexible working arrangements which are desired as a variation to the existing contract of employment. However, managers reserve the right to refuse requests where there is no requirement for the individual to continue being employed or one or more criteria indicate that the job under consideration can only be carried out effectively on its present basis.

### **Principles**

3. This policy applies from 1 April 2008 to all employees who are members of The Local Government Pension Scheme (LGPS) or are eligible to join.
4. An employee who has chosen not to contribute to the Local Government Pension Scheme will receive no pension benefits from the Fund under this scheme upon retirement. Redundancy compensation will be paid where appropriate.
5. The normal retirement age for Council employees is 65 years. However, all employees will be informed of their right to request to continue in employment beyond their 65 birthday in accordance with age discrimination legislation. Full details of the time scales and processes to follow are contained within the Retirement Policy set out below.
6. An employee who is aged 60 to 64 years may choose to retire early by giving the appropriate notice. Those employees who have a sufficient period of membership in the pension scheme may choose to receive immediate payment of pension, in accordance with Pension regulations. Employees will be advised to contact Pension Services for information about any pension entitlement and the arrangements for payment options.
7. An employee who is aged between 55 (50 for existing members who leave before 31 March 2010) and 75 may request "flexible retirement" under the LGPS Pension Regulations. This involves continuing, to work and either reducing his/her hours of work or accepting a lower paid job within the Council while receiving an immediate payment of pension benefits. These benefits may be reduced or unreduced depending on entitlement. This flexible retirement arrangement will only be available where all of the following apply:
  - Agreement is obtained from Finance Strategy and Management Committee. Each case will be considered on its merits, although an application is unlikely to succeed where there are costs to the Council and the benefits to the service are not explicit.
  - There is a mutual agreement between the employee and management that the change in hours or grade can be accommodated and the arrangement is expected to continue for a period on no less than one year.
  - The changes to employment result in a reduction in income of 25 per cent or more of the normal pay of the current contracted employment, either by a reduction in hours or a reduction in grade or a combination of both.
8. Retirement with an immediate payment of pension before the age of 65 years may also arise for the reasons set down in paragraphs 13 and 14 below and is subject to the conditions stated.

9. An ex-employee who has retired and is receiving a Local Government Pension will not normally be re-employed by the Council unless he/she has been selected by a full recruitment process. However, retired employees may register for short-term casual work without further process. All re-employed pensioners and employees who commence employment are required to advise the Authority who pays his/her pension of any new employment as his/her pension may be reduced in accordance with Pension Scheme Regulations and Compensation Regulations.
10. The Council will not at any time augment the pension or membership of employees.
11. Employees will be advised to seek guidance about the financial implications of continuing to work and starting to draw a LGPS or personal pension.

### **Special Retirements**

12. In the case of the retirements referred to in paragraphs 13 and 14 below re-deployment to other appropriate employment will be considered and offered as an alternative to retirement where appropriate and available.

### **III Health Retirements**

13. An employee who has been certified by an independent Occupational Health Advisor as being permanently incapable of discharging his/her duties or other comparable duties due to ill health or infirmity of body or mind may retire at any age, with immediate payment of a pension where sufficient pension contributions have been made.

### **Other Retirements requiring the Approval of the Council**

14. Early retirement may be granted for employees aged 55 years and over (50 years and over for existing pension scheme members who leave before 31 March 2010) in the circumstances set out in (a) and (c) below, taking into consideration the full cost of the retirement and the best interest of the Council.
  - (a) Redundancy, after the Council's Redundancy Procedure has been followed. In this case employees will receive immediate payment of their pension entitlement and any redundancy compensation that they may be entitled to.
  - (b) Where an employee has continuing health problems and it is in the interests of the efficiency of the Council's operations. In this case immediate payment of pension will be granted to an employee who does not satisfy the Local Government Pension Scheme criteria for retirement on the grounds of ill health, but who is suffering from a substantial medical or psychiatric condition and whose retirement is recommended by the Council's Occupational Health physician because he/she is likely to be significantly less efficient for the foreseeable future due to health reasons.
  - (c) Where an employee has requested flexible retirement and satisfies the criteria in 7 above.
15. The Council will not normally agree to early payment of benefits or early retirement on other grounds, including requests from current employees aged 55 (50 for existing pension scheme members who leave before 31 March 2010) to 59 or deferred benefits from ex-employees where there is a cost to the Council. This does not prevent an employee aged 55 (50 for existing pension scheme members who leave before 31 March 2010) to 59 years who wishes to leave the employment of the authority and to access their pension early from making a written request to the Council. However, such applications will not normally be supported by management and are unlikely to succeed due to the associated costs. Furthermore, benefits will be reduced in any cases which might be agreed unless compassionate grounds apply.
16. The Council reserves its power to agree early retirement in exceptional cases as part of a Compromise Agreement.

## **Redundancy with no Entitlement to Immediate Payment of Pension Benefits**

17. Where a redundant employee has contributed to the LGPS but has no entitlement to immediate payment of pension, he/she will receive redundancy compensation, where appropriate.

## **Disputes Procedure**

18. Where a member of the LGPS has a dispute regarding his/her pension he/she may refer this as appropriate through the Council's Grievance Policy

## **Revision of this Policy**

19. This policy will be reviewed within three years of its implementation or earlier if deemed necessary.

## **RETIREMENT POLICY**

### **Purpose of policy**

1. The aim of this policy is to set out the procedure adopted by the Council for compulsory retirement of employees. It does not affect voluntary retirement. The provisions set out in the policy reflect the requirements of the Employment Equality (Age) Regulations 2006 (Age Regulations).
2. The Council is committed to adopting a flexible approach to retirement and recognises the benefits that it can have for both employees and the organisation as a whole.

### **Normal retirement age**

3. The normal retirement age for all employees of the Council is 65 unless a different retirement age is specified in an individual's contract of employment.
4. Compulsory retirement of an employee under this policy cannot take place before they have reached their normal retirement age but can take place at any point after the normal retirement age has been reached. This does not affect an employee's ability to take voluntary early retirement.

### **Who is covered by the policy**

5. This policy covers retirement on or after 1 October 2006 for employees only.

### **Notification of Intended Retirement Date**

6. This paragraph applies where the date on which we intend you to retire (**Intended Retirement Date**) is on or after 1 April 2007. Between 6 and 12 months before your Intended Retirement Date we will give you written notice that your employment will terminate by reason of retirement on the Intended Retirement Date. Such notice will not be less than any notice to which you are entitled under your contract. At the same time as we give you notice, we will give you written notice of your right to make a request to carry on working beyond your Intended Retirement Date (**Right to Request**).

### **Request to work beyond Intended Retirement Date**

7. You are entitled to make a request to carry on working beyond your Intended Retirement Date. Your request must be in writing and sent to Town Clerk/Chief Executive specifying whether you would like to continue working indefinitely, for a specific period or until a specific date.

8. Where your Intended Retirement Date is on or after 1 April 2007, you must make this request between 3 and 6 months before the Intended Retirement Date.
9. Employees should note that only one request may be made with respect to any one Intended Retirement Date.

### **Meeting to deal with the request**

10. Upon receipt of a request to work beyond the Intended Retirement Date, we will arrange a meeting with you to discuss the request. We will aim to hold the meeting within 14 days of receiving the request although this may not be practicable in every case. If you cannot attend the meeting on the specified date, you should contact Town Clerk/Chief Executive and we will endeavour to rearrange the meeting.
11. If a meeting cannot be arranged at all within a reasonable time, we may ask you to make representations in writing to enable us to consider your request without a meeting.
12. A meeting will not be necessary where we write to inform you that we agree to your request in full.
13. You may request to be accompanied at the meeting by a work colleague or trade union representative, and such requests will be accommodated unless unreasonable. Your companion will be entitled to address the meeting and confer with you but may not answer questions on your behalf
14. If your chosen companion is unable to attend the meeting on the date specified by the Council you should contact Town Clerk/Chief Executive and we will endeavour to rearrange the meeting. If the meeting cannot be rearranged at a time convenient to all parties within 7 days of the original date, we may suggest that you bring a different companion or come alone.

### **Decision**

15. We will write to you, normally within 14 days of the meeting, to notify you of our decision. If we agree to your request, either in full or with modifications, we will set out the arrangements in writing, including whether your employment will continue indefinitely or for a specific period only, in which case the new retirement date will be confirmed. Any agreed changes to your contract of employment will also be set out as appropriate. If the request is refused, we will confirm the date on which your employment will terminate. We will also include written confirmation of your right of appeal. We are not obliged to give reasons for refusing a request.

### **Appeal**

16. If we refuse your request or we agree to a shorter period of continued employment than you had requested, you are entitled to appeal against the decision. The appeal must be made in writing, setting out the grounds of appeal, and should be sent to Town Clerk/Chief Executive as soon as reasonably practicable, normally within 7 days of receipt by you of notification of the decision.
17. Upon receipt of your appeal, we will arrange an appeal meeting with you. We will aim to hold the meeting within 14 days of receiving the appeal although this may not be practicable in every case. If you cannot attend the meeting on the specified date, you should contact Town Clerk/Chief Executive and we will endeavour to rearrange the meeting.
18. If a meeting cannot be arranged at all within a reasonable time, we may ask you to make representations in writing to enable us to consider your appeal without a meeting.
19. A meeting will not be necessary where we write to inform you that we agree to your appeal in full.
20. You may request to be accompanied at the meeting by a work colleague or trade union representative, and such requests will be accommodated unless unreasonable. Your companion will be entitled to address the meeting and confer with you but may not answer questions on your behalf.
21. If your chosen companion is unable to attend the meeting on the date specified by the Council you should contact Town Clerk/Chief Executive and we will endeavour to rearrange the meeting. If the meeting cannot

be rearranged at a time convenient to all parties within 7 days of the original date, we may suggest that you bring a different companion or come alone.

### **Final decision**

22. We will write to you, normally within 14 days of the meeting, to notify you of our decision. If we agree to your appeal, either in full or with modifications, we will set out the new arrangements in writing, including whether your employment will continue indefinitely or for a specific period only, in which case the new retirement date will be confirmed. Any agreed changes to your contract of employment will also be set out as appropriate. If your appeal is refused, we will confirm the date on which your employment will terminate. We are not obliged to give reasons for refusing an appeal.

### **Retirement after request has been granted**

23. If we grant your request to work beyond the Intended Retirement Date, the procedure set out above must be followed again before compulsory retirement can take place (subject to the paragraph below). This applies whether a future retirement date has been set or employment has been extended indefinitely.
24. However, if your employment has been extended for a fixed period of six months or less beyond the Intended Retirement Date, there is no need to follow the procedure again.

### **Pension benefits**

25. Working beyond your normal retirement age may have implications for your pension benefits. If you are concerned about this you should contact the County Council's Pension Section for further information.

### **Breaches of the policy**

26. This policy is not contractual. If you believe that we have not complied with this policy in any way, you should raise the matter informally at first with the person concerned. If this does not resolve the issue it can be raised through the grievance procedure.

## **21 WHISTLEBLOWING POLICY**

### **What Is Whistleblowing?**

- 21.1 A whistleblower is someone who discovers something that is wrong and alerts his employer or the relevant authorities to what is going on. The law recognises that Whistleblowing occurs and protects employees who are whistleblowers from detrimental treatment such as dismissal. To be protected by the law a whistleblower must fall within the stringent legal rules. Anyone who does not act in good faith or is motivated by personal gain will not be protected.

### **Our Policy**

- 21.2 Our business is run in accordance with the law. It is our policy as an employer to ensure that at every level of management our business is conducted in such a way as to comply with all legal requirements that govern our activities. This policy applies to the way that we employ and manage our staff. We operate as a team and we expect our employees to all play their part as members of the team for the good of the business as a whole. We do not believe that any of our employees will ever feel the need to become a whistleblower. There is no reason for any employee to believe that he or she will suffer detriment for speaking up if they believe that something is wrong or that if we are alerted to it we will conceal or destroy evidence. However we are fully aware of our responsibility under the law and we will respect the legal protection afforded to a whistleblower.

### **Public Interest Disclosure Act 1998**

- 21.3 The Act protects “whistleblowers” from suffering detriment in employment and makes dismissal for certain disclosure automatically unfair. There is no qualifying period of employment for this protection.
- 21.4 Police officers, civilian police employees and those who work in the Security Service, Secret Intelligence Service or Government Communications Headquarters are NOT protected.

### **Who is protected?**

- 21.5 A worker who makes a qualifying disclosure that is made to one of a category of persons set out in the Act and which is therefore a protected disclosure.
- 21.6 ‘Worker’ is widely defined and includes employees and other workers as normally understood by the expression but also contractors under an employer’s control, persons on training schemes and also doctors, dentists and other professionals providing National Health Service schemes.

### **What is protected?**

- 21.7 A ‘qualifying disclosure’ is one of information that in the reasonable belief of the disclosing worker shows wrongdoing of one or more of the following kinds:
- (1) A criminal offence was committed or is being or is likely to be committed
  - (2) A person has or is or is likely to fail to comply with a legal obligation
  - (3) A miscarriage of justice has occurred or is or is likely to occur
  - (4) The health and safety of any individual has been or is being or is likely to be endangered
  - (5) The environment has been, is being or is likely to be damaged
  - (6) That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.
- 21.8 However if the person making the disclosure commits a criminal offence by making it or makes it in breach of legal professional privilege (e.g. solicitor’s secretary disclosing client information) it is not a qualifying disclosure.

- 21.9 To be a 'Protected Disclosure' the 'Qualifying Disclosure' must only be made to one of the following categories of person:
- a) The employer or (where the disclosure relates to the conduct of another person or matters for which another person other than the employer has legal responsibility) that other person
  - b) A legal adviser in the course of getting legal advice
  - c) A Minister of the Crown (where the worker is employed by someone appointed by a Minister of the Crown or a body whose members are so appointed)
  - d) To one of the prescribed persons set out in the Public Interest Disclosure (prescribed Persons) Order 1999 (e.g. health and safety problem disclosure is to the Health and Safety Executive; Fraud : Secretary of State for Trade and Industry; consumer protection matters: Local Authority Consumer Protection unit; tax matters: the Inland Revenue)
  - e) A person other than those set out above where the worker acts in good faith, reasonably believes the information to be substantially true, does not make the disclosure for personal gain, and it is in all the circumstances reasonable to make the disclosure. AND
    - i. the worker reasonably believes he will be subjected to a detriment if the disclosure is made to his employer or the prescribed person;
    - ii. there is no prescribed person and the worker believes that the wrongdoing will be concealed or destroyed by the employer;
    - iii. the worker has previously disclosed the same information to the employer or the prescribed person;
  - f) Any other person where the disclosure is one of an "exceptionally serious failure" made in good faith, not for personal gain, where it was reasonable to make the disclosure.

#### **What Protection does the worker have?**

- 21.10 He is protected from detriment or dismissal as a result of making a protected disclosure. Dismissal is automatically unfair, and there is no limit on compensation for such a dismissal. Complaint of detriment or dismissal is made to an Employment Tribunal.

#### **Reporting Procedure**

- 21.11 As part of an effective system of internal control, the Council is required to have procedures in place for members of staff to be able to report, in total confidence, any evidence or suspicions of wrongdoing by others within their workplace.
- 21.12 Hopefully you will never have the need to use these instructions. However if a situation does arise which causes you worry or concern, the procedures outlined below are designed to enable you to report to the right person who will know what to do next.

#### **What to do and what not to do**

- 21.13 First of all, **don't** worry.
- 21.14 Instead, you should act in accordance with the instructions set out in this memorandum, which are designed to ensure that further impartial checks are carried out before any appropriate action is taken. These procedures should also give you the reassurance that all reported incidents will be properly and fully investigated. Whether this proves to be groundless or not, provided that you have acted in good faith and in the best interests of the Council, there will be absolutely no adverse consequences for you.
- 21.15 Please note that you are **not** expected to know the precise nature of any wrongdoing, nor its extent. In particular, you are **not** authorised to carry out any investigation work on your own account to obtain evidence or confirm your suspicions.

21.16 **In no circumstances should you confront any member of staff whom you suspect of any wrongdoing.**

21.17 These arrangements are an important and integral part of the Council's control systems. All members of staff are given a copy of this memorandum and are expected to understand and comply with it.

### **Who you should contact**

21.18 All staff should address their suspicions to the Clerk, who has responsibility for internal control.

21.19 Contact may be made either by telephone or in writing to the Council offices with the envelope marked "Private and Confidential - to be opened by addressee only".

21.20 In the Clerk's absence, usually annual leave, the Senior Committee Administrator will handle the matter.

21.21 In exceptional circumstances (or if your suspicions involve the Clerk, or in his absence the Senior Committee Administrator), you should contact the Chairman of the Finance & Administration Committee who is wholly independent of the Council's administrative staff. Depending on the nature of the suspicion, s/he will either take up the matter with the Clerk or contact the Council's Internal Auditors.

21.22 It is important to note that you should **not** discuss your suspicions with anyone else - this includes your line manager.

### **What happens next?**

21.23 Once you have reported your suspicions, you should await acknowledgement. You should **not** discuss your suspicions with anyone in the meantime.

21.24 You may be requested to attend an interview, and this will be arranged in absolute privacy.

21.25 Keep a copy of any report or item submitted. If you have not had any response from the Clerk within two weeks you should contact the Chairman of the Finance & Administration Committee.

21.26 You should also contact the Chairman of the Finance & Administration Committee if you are not satisfied in any way with the initial response you have been given, for example if you are asked to do anything in connection with your suspicions, which you consider improper, or beyond the scope of your normal duties.

21.27 Remember: you are **not** expected to form any judgment about your findings. The responsibility of every employee is primarily to notify one (or more if you wish) of the contacts named above, who will know what further procedures will need to be taken.