

Sturminster Newton Town Council



Employee Handbook

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2. Introduction

a. The purpose of this employee handbook

Our aim in producing this employee handbook is to create a one-stop information point where employees can access all the information they are likely to need in relation to their employment with us. The handbook contains general information together with certain Council policies and procedures, but it is not exhaustive. We are committed to maximising and developing the potential of all staff, whilst maintaining lasting and mutually beneficial working relationships.

Additionally, we also aim with this handbook to foster and maintain good employee relations. An understanding of the spirit behind these guidelines and procedures, and a degree of common sense drawn from experience, should enable us to resolve any problems that may arise.

The employee handbook is an important document and you should ensure that you make yourself familiar with its contents as soon as possible after starting your employment with us as well as when it has been updated and re-issued. We also advise you to re-read the handbook regularly so that you can keep key information in mind.

The handbook always displays details of its version number and/or month and year of last update at the foot of each page. You should check that you are reading the most up to date version.

If there is anything in the handbook that either you do not fully understand, or you are unable to find the answer to a query you have, please ask your line manager for clarification.

There is an acknowledgement slip at the end of this handbook which you are asked to sign and return when you have read the handbook. If you have been issued with an electronic version of this handbook via an online HR system, you will be asked to acknowledge on that system that you have received a copy of the handbook and read it.

We hope you find this a useful guide during your employment with us.

b. Amendments to the employee handbook

It is important that we keep reviewing our people policies and procedures to ensure we comply with all legal requirements and adhere to best practice. We therefore reserve the right to make changes to policies and procedures contained within the handbook or otherwise to add additional clauses/policies, meaning that periodically it will be reissued.

When changes to the handbook are made, we will advise you by way of general notification or by email. Therefore, it is your responsibility to regularly read any notices that may be circulated or displayed on Council noticeboards, as they may contain important information regarding changes to the information contained in the employee handbook.

c. About us

Sturminster Newton is a rural town in North Dorset approximately 9 miles from Blandford to the East and 13 miles from Shaftesbury to the North at the heart of the Blackmore Vale. It has a current population of approximately 4500.

The town is mentioned in the Domesday Book and some present day residents can trace their ancestors back for centuries. The last fifteen years have witnessed considerable changes, but thanks to the vision and efforts of its residents and business community the town retains its character and vitality, it remains a friendly and popular place to live, work and visit.

It is well known for The Exchange, a vibrant performing arts and community centre and also the North Dorset Trailway - a popular starting point for walkers and cyclists exploring the area. Sturminster Water Mill is an iconic landmark alongside the rare multi-arched bridge. Sturminster Newton Town Council has 11 Town Councillors and 9 members of staff.

3. Working With Sturminster Newton Town Council

a. Employment contracts & letters of amendment

Following conclusion of the interview process, you will have received a formal offer letter of employment from us providing some basic details concerning your job, pay and hours.

We will also have given you an employment contract, either before you joined us or on your first day. Your employment contract is specific to you, and contains detailed terms and conditions relating to your employment, such as your salary or rate of pay, your job title, start and finish times and working hours, notice periods etc. Be sure to keep your employment contract in a safe place, however if you misplace it at any time, please ask us for a replacement copy.

If we agree any significant temporary or permanent changes to your terms and conditions of employment with you whilst you are working with us, we will often send you a letter of amendment as opposed to issuing a new contract. The letter will set out the changes you have agreed to and will ask you to sign and return a copy of the letter to us.

Periodically, we may wish to update the employment contracts we have in place and if this situation arises, we will inform you and arrange an appropriate consultation period.

b. Changes in personal information

It is important that our records are up to date and accurate, as inaccurate or out of date information may affect your pay or cause difficulties in situations where contact with you is needed. You **must** notify your line manager immediately of all changes in the following personal information:

- Name;
- Home address;
- Email address;
- Landline and mobile telephone numbers;
- Significant health conditions that arise or worsen;
- Bank account details;
- Right to work in the UK;
- Examinations passed/qualifications gained;
- Emergency contact;
- Driving licence penalties (if you are required to drive on Council business);
- Criminal charge, caution or conviction;
- Conflict, or potential conflict of interest.

The personal data that we collect and process about our employees is held in accordance with the provisions of our data protection policy, the UK General Data Protection Regulation (GDPR), and all employees are provided with a privacy notice when they commence employment. If you would like a copy of our data protection policy, please ask your line manager. The lawful grounds on which we collect, hold and process personal data are as follows:

- Contractual necessity - In order to meet and/or fulfil the terms of a contract of employment/employment relationship between the Council and an employee;
- In order to comply with legal obligations;
- The protection of the vital interests of an employee – such as in a medical emergency;

- In pursuance of the Council's legitimate business interests, such as monitoring performance.

Further, detailed information about data protection and the GDPR can be found in the chapter on Security & Confidentiality.

c. Place of work

i) Our work sites

Our main offices are at Town Council Office, Old Market Hill, Sturminster Newton, Dorset, DT10 1FH. Your individual contract of employment will show the address of your designated place of work, including whether you will be working in a site-based role, remote or homebased working, or if your role will require travelling on Council business.

ii) Staff facilities

The Council provides kitchen facilities for employees, including complimentary tea and coffee. The workshop is equipped with a kitchen area and lockers for the secure storage of personal belongings during working hours. Free car parking is available for employees at the Recreational Park site.

d. Induction training programme

We firmly believe that our employees are our greatest asset and recognise our responsibility to ensure you and all other employees are afforded appropriate development throughout your employment. This development begins at the induction stage when you join us as a new employee.

At the beginning of your employment, we will issue you with a job description for the position you have been appointed to. The purpose of the job description is to clearly set down the main tasks and responsibilities within your job, so that there is a proper understanding of the job at the earliest stage in your employment. We will aim to review your job description with you at least once each year, or sooner, if your duties change significantly.

Our aim is to support and develop you in your role with us so that you feel confident to undertake the responsibilities placed upon you, and ultimately, are able to contribute to the success of the organisation.

Induction will be spread over your first few months in post. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your line manager will outline this in detail to you on your first day with us.

Additionally, we will provide health and safety induction training and information to permanent and temporary employees prior to them starting work in our workplace. For more information regarding Health & Safety induction training please refer to the Health & Safety chapter in this handbook.

e. Probationary & trial periods

All new employees are expected to undertake a full twenty working weeks probationary period, which means that time will be added on to allow for any absences caused for example by holidays or sickness.

Standard probationary reviews are conducted at the end of the fourth week, twelve weeks and twenty weeks of employment, with a final review at the end of the full probationary period. Informal reviews may take place with your line manager at other times during the probationary period. Occasionally special probationary reviews may take place, if there is concern about your progress and extra support appears necessary.

During your probationary period, you will be given appropriate support and development opportunities to help you reach the required standards. As soon as your probationary period has been satisfactorily completed, we will confirm this in writing.

We may also choose at our discretion, to extend the probationary period or to end employment during or at the end of the probationary period if the standards of performance and behaviour we require, have not been met. Check your individual contract of employment for more details about your probationary period.

If you are considered for promotion or a transfer into a significantly different role during your employment with us, we will discuss with you whether or not a trial period is appropriate and if so, how long this will be. Any changes to your job role or terms and conditions of employment will not become permanent until the trial period has been completed satisfactorily and we have confirmed your promotion or change of job role in writing.

f. Code of conduct & standards

As a Council, we take pride in fostering good relationships with our employees, colleagues, customers, suppliers and associated businesses. It is essential that we all act in a dignified and professional manner at all times, even if others sometimes show a lack of consideration. We will not tolerate rudeness, brusqueness or off-hand behaviour to our clients, fellow colleagues or members of the public.

We expect all of our employees to conduct themselves in an appropriate manner at all times, not only in terms of behaviour but also with regards to their personal attire and choice of language. As an employee of this Council, you represent us, so your conduct, both inside and outside of work, may reflect on our image and reputation. This is especially the case if you wear clothing bearing our name or logo or drive a vehicle that has our Council name on it.

In general terms, your conduct outside of work is private and of no concern to us. If, however, your conduct outside of work affects your ability to work for us, or brings our name into disrepute, then this could result in you facing disciplinary action which could ultimately lead to your dismissal. This particularly applies to attendance at work related social events that you may be invited to attend and posts that you or others may release on social media.

We operate a zero-tolerance approach to behaviours such as bullying and harassment. We expect and require all staff to treat everyone that they encounter with respect and dignity at all times.

More information regarding our policy on Equality and Diversity including some typical examples of bullying and harassment behaviours, and what you should do to report such behaviour, can be found in the chapter on Key Council Policies & Procedures.

g. Telephone & mobile use

i) General

Ordinarily, you are not permitted to use Council telephones to make and/or receive personal calls during working hours unless it is an emergency.

Personal mobile phones may be brought into the office provided they do not create a distraction and you only make minimal use of them during authorised breaks such as lunch breaks. Personal mobiles must be set to silent or meeting mode during working hours and kept either in your pocket/bag or drawer of your desk. Inappropriate or excessive use of personal mobiles for whatever reason during working hours, may lead to this entitlement being withdrawn.

ii) Council mobiles

This policy applies to all employees who have been supplied with a business mobile phone. It is your responsibility to use your mobile phone legally. The Council will not be liable for any misuse of a mobile phone where it contravenes the law.

You may be provided with a VHF radio and/or a mobile telephone in order to assist with the proper performance of your duties. Each handset 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 handset is your responsibility and if it is lost you will be responsible for the replacement cost.

You are not permitted to make and receive personal telephone calls / texts on any mobile telephone issued to you by the Council. If the Council considers that there has been improper use of the mobile telephone, you may be required to meet the cost of any calls that are not business related and such costs may be deducted from your remuneration.

h. Gambling & betting

All unauthorised forms of gambling and betting are strictly forbidden whilst on our premises whether during or outside of working hours. This includes accessing such sites on computers or mobile devices, playing cards or other games of chance that involve placing wagers.

i. Dress code & appearance

i) General

Starting with your first day and continuing throughout your employment, you represent the Council. Your appearance, professional conduct, actions and the impressions you make on customers and other individuals with whom you come into contact are important not only to your own advancement and job satisfaction, but to the continuing development of the Council itself.

We do not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and presentation are properly attended to prior to arriving at work.

We expect all employees to dress appropriately depending on their job role and level of face-to-face contact with the public or customers. You must not wear low or revealing top, overly short skirts or dresses, slashed jeans or trousers.

Additionally, you must not wear inappropriate footwear such as open toed footwear or flipflops if you work in an area where wearing such footwear would represent a health and safety hazard.

If you have visible tattoos which are or could be considered offensive, these must be kept covered at all times.

If you have any queries about what is appropriate, these should be directed to your line manager.

ii) Uniform & personal protective equipment (PPE)

If we have supplied you with a uniform or other work wear including safety footwear or other personal protection equipment (PPE) or clothing, then you must wear this at all times when required to do so; it is your responsibility to ensure that all clothing worn at work is clean, washed or dry cleaned frequently, in good repair and presentable.

All uniform and PPE issued by the Council is to be returned upon request, and unless agreed otherwise, always upon termination of employment. Employees who lose or do not return uniform or PPE when requested, or who return such items in a poor state of repair, will be charged a fee.

j. Receipt of gifts

The acceptance of gifts and hospitality from clients/customers, suppliers and potential suppliers must not give the appearance that employees or the Council may be unduly influenced in the decisions that they make in respect of clients/customers, suppliers or in any other aspect of their work.

All gifts and hospitality given or received, of whatever value, must be handed to the Town Clerk to be shared with the team.

No gifts of a value in excess of £10 should be accepted from a client/customer, supplier or potential supplier without express permission from the town clerk.

Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by your manager. Offers of hospitality must always be authorised by your manager.

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

Allowing gifts or hospitality to influence any purchasing/business decisions that you may make on behalf of the Council or to otherwise influence the way in which you perform your duties is an act of gross misconduct which will usually result in dismissal.

It is also an act of gross misconduct to seek to influence any other person to behave in an improper way or to confer a business advantage on you or the Council through the giving of any gift or hospitality

4. Working Hours, Pay & Benefits

a. Attendance & timekeeping

Your attention is drawn to the importance that we place on our employees attending work regularly and punctually. All employees are reminded that they should be ready to start work promptly at their designated start time, so that there are adequate staffing levels to meet the needs of the business.

Lateness and absence will be recorded, and unacceptable levels of timekeeping and/or absence will be dealt with using the appropriate Council procedure.

b. Hours of work & breaks

i) *Working hours*

We are open to the public Monday to Friday from 0930 to 1230 hours. Individual working hours may vary depending on whether you are employed to work on a full or part-time basis. Your individual contract of employment will show the days and hours of work which apply to you.

It is a condition of employment that all employees are flexible to ensure that the business is adequately staffed during working hours, regardless of contractual start and finish times. This may therefore mean adjusting your hours to cover for other employees' absences, customer appointments or training sessions.

ii) *Overtime*

You may occasionally need to work additional hours over and above your normal weekly total in order to perform your job role effectively. Alternatively, you may be asked to work overtime if the needs of the business require it. As much notice as is reasonably practical will be given on such occasions. More information about overtime and time off in lieu, is given later on in this chapter.

iii) *Breaks*

If you are contracted to work 6 or more hours in one day, you are entitled to a lunch break of 30 to be taken by arrangement with your line manager. Lunch breaks are unpaid.

c. Working time regulations

In line with the Working Time Regulations, no employee will be obliged to work more than 48 hours per week, as averaged over a 17-week period.

Any employee who does wish to be able to work more than 48 hours per week on a regular basis, must ensure that there is either a relevant clause to this effect in their individual Contract of Employment, or that they sign an opt-out form before working the additional hours.

Opt-out forms are available on request and should be signed and returned to your line manager. Alternatively, you may indicate whether you wish to opt out of the maximum 48 hour working week or not by using the Receipt page at the end of this handbook.

By opting out, it does not mean that you will be committed to working more than 48 hours per week or that we will be obliged to offer you extra work. It just means that if the opportunity arises and you are willing to work, that you may do so, without infringing current legislation.

Even if you have not opted out of the maximum 48 hour working week, there may be some weeks when you do work more than this. This is permitted as long as the average hours worked over a 17-week period do not exceed the 48-hour limit.

The Working Time Regulations require that when assessing the overall number of hours an employee works each week, that work carried out for other employers (as well as this Council) are also taken into account. If you have not opted out, you are required to provide us with details of all other employers you work for, together with the number of hours you are contracted to work for them on a normal weekly basis.

'Work' as defined in these regulations includes not only contractual hours, but any additional hours spent, for example, travelling on Council business (except the daily commute to and from a regular place of work), doing paid or unpaid overtime etc. If you are unsure as to whether an activity should count as 'work', as defined for these purposes, please check with your line manager.

d. Pay arrangements

Salaries/Wages are paid monthly in arrears on or around the 28th working day of each month by credit transfer into each employee's nominated bank or building society account. An itemised pay statement showing gross earnings, fixed and variable deductions and net pay will be given to you electronically on or before every pay day. Your starting salary/rate of pay is given in the letter offering you employment and is also shown in your individual contract of employment. We will notify you in writing of any subsequent changes to your basic salary/hourly rate of pay.

If you believe a mistake has been made with your pay involving, for example, an under or overpayment, please notify your line manager immediately. We reserve the right to request immediate repayment of any overpayment of salary or wages and/or to deduct any payments made in error from future salary payments. Any underpayment of salary or wages will normally be rectified in the following month's payment.

Appropriate deductions will be made from your pay including for example, income tax, national insurance contributions, pension contributions and any other statutory or required deductions that may be applicable.

If there are any changes in your personal circumstances which will affect your tax status, you should notify HMRC, who will automatically inform us of any changes to your tax code.

We will issue you with a P60 following the end of each tax year which will indicate the total pay you have received over the previous tax year and the relevant deductions that have been made for national insurance and income tax purposes. You should keep this document in a safe place as we are not permitted to issue duplicates.

When your employment ends, we will issue you with a P45 showing your earnings and deductions during the current tax year up to the point that you leave. You should hand part of this document to your new employer and retain the rest of it for your records.

Pay reviews are normally carried out annually in April however a pay review does not necessarily mean that pay increases will be awarded. Pay increases will not be awarded if you are working your notice.

e. Payments for overtime & time off in lieu

Ordinarily, salaried roles do not attract payment for overtime or time off in lieu as this has been taken into consideration when setting salary levels.

If you are entitled to payment for overtime including time off in lieu, this will be detailed in your individual contract of employment. All overtime must be authorised in advance by your line manager.

f. Pensions

We operate a pension scheme in line with pension auto-enrolment legislation. All new and eligible employees are auto enrolled upon completion of 3 months employment. If you are not eligible for auto-enrolment, you may still ask to join the Council Pension Scheme if you wish; just tell us in writing that you would like to join.

Our current pension provider is Group Pension Plan with Royal London operated by the Council and we reserve the right to change pension provider at our discretion.

As soon as you have been enrolled, you will receive details about how you can access your personal pension account online, for example to check your pension contributions. You will also be provided with information including the current level of employee and employer contributions and your right to opt out if you wish.

5. Holidays & Other Leave

a. Entitlement

i) *Our holiday year*

Our holiday year runs from 1 April until 31 March.

ii) *Annual holiday entitlement*

Unless stated otherwise in your individual contract of employment, you are entitled to a total of 6.4 weeks of paid holiday each year. This entitlement consists of 5.6 weeks which is the statutory holiday entitlement, plus another 0.8 weeks which is a contractual entitlement. Your statutory holiday entitlement also includes those of the eight standard bank and public holidays that fall on your normal working days.

A “week” is the same number of days that you normally work each week. For example, if you are contracted to work 5 days per week, your entitlement will be 32 days, including the eight standard bank and public holidays that occur in England and Wales.

Likewise, if you are contracted to work 3 days a week, your annual holiday entitlement will be 16.8 days, which may be rounded up to 17 days. The calculation used is the number of days of work each week multiplied by 5.6.

Note, the statutory holiday entitlement is capped at a total of 5.6 weeks (28 days) even if you are contracted to work more than 5 days a week.

Depending on your job role and number of hours you are contracted to work each week, your annual holiday entitlement may be shown in days or hours.

You will also be entitled to 2 additional, contractual leave days, which shall be taken in the period between Christmas and New Year. You will be advised by the Town Clerk each year, as to exactly when these 2 days should be taken during the period in question.

If you join the Council from another authority, or other qualifying public body, your previous service will be taken into account in calculating your holiday entitlement.

Contractual holiday entitlement does not continue to accrue if you are absent for whatever reason.

iii) *Holiday entitlement service increment*

After completion of 5 years’ service with us, your annual holiday entitlement will increase by 2 days (pro rata if you work part time), bringing your combined statutory and contractual holiday entitlement to a total of 6.8 weeks per holiday year. Your increased holiday entitlement will be awarded as soon as you have achieved 5 years’ service.

Contractual holiday entitlement does not continue to accrue if you are absent for whatever reason.

b. Bank & public holidays

The eight statutory Bank & Public holiday which fall on your standard working days, are already included in the calculation of your annual leave entitlement. These are:

New Year's Day	January 1st (or next closest working day)
Good Friday	March/April
Easter Monday	March/April
Early May Bank Holiday	First Monday in May
Spring Bank Holiday	Last Monday in May
Summer Bank Holiday	Last Monday in August
Christmas Day	December 25th (or next closest working day)
Boxing Day	December 26th (or next closest working day)

Whether or not you are obliged to take a Bank/Public holiday as a day's holiday will depend if it falls on a day you would normally be expected to work. If it does, then unless agreed otherwise in advance, you must take that day as holiday.

In the event of a fixed bank holiday being moved, you will be expected to take a day's holiday on whichever day it is moved to, providing this falls on a day you would normally be expected to work. We will advise you as soon as possible of any changes to the dates of bank holidays.

It is entirely at our discretion whether or not you will receive payment for any additional public holidays that may be sanctioned from time to time by the Government.

As our holiday year runs from April to March, it means that from time to time the Easter bank holidays can either fall twice in the same holiday year, not fall due at all or be split between two different holiday years.

In these scenarios, the following will apply:

- If both Easter bank holidays fall twice in the same holiday year, you will be entitled to take the additional two bank holidays as days off work, but these will be unpaid.
- If Easter does not fall at all during a holiday year, you will not lose those two days but will be entitled to use them at some other point as agreed, during the holiday year in question.
- If the Easter bank holidays are split between two different holiday years, the same principles as set out above will apply.

c. Council holiday closures

We usually close the business between Christmas and New Year. We will inform you at the start of each new holiday year, how many days this will be and when. Please note that this Council holiday period is in addition to your annual holiday entitlement and you will be paid.

d. Requesting holiday

i) General

In general terms, we seek to be as accommodating as possible in granting time off for holidays. However, all holiday requests will be considered on a "first come, first served" basis and we reserve the right to vary times requested in accordance with the needs of business and to ensure adequate staffing levels are maintained. If you need to change your holiday booking once you have made it, speak to your line manager.

We strongly advise against booking or paying for any holidays without first having obtained confirmation from us that the dates you want to book have been approved. We will not be liable for any financial loss you might incur, e.g. forfeiture of deposits or reservation penalties, if it is not possible to grant the holiday during the time you requested. Taking holiday without prior authorisation will be considered as unauthorised absence and will be dealt with accordingly.

ii) Requests for holiday

If you wish to request holiday, please complete the Councils holiday application form and submit the completed form to your manager.

The amount of notice you need to give when booking holiday is if you want to take a week's holiday you must give us at least one week's notice and at least 4 weeks' notice of holiday exceeding 1 weeks' duration.

Ordinarily, you will not be allowed to book or take holiday which will last for more than two working weeks.

e. Adjustments to holiday entitlement

iii) Joining or leaving part way through the holiday year

If your employment with us begins after the start of our holiday year, your holiday entitlement for that year will be pro-rata to the annual entitlement. Ask your line manager what your holiday entitlement is if you are unsure.

If your employment ends part way through a holiday year, again your holiday entitlement will be pro rata. If, at the point your employment ends you have not used all of your pro rata statutory holiday entitlement, we will pay you for this instead. If you have not used all of your pro-rata contractual holiday entitlement this will be lost.

Likewise, if you have taken more holiday than your pro rata entitlement up to the point your employment ends, we will make a deduction for the overpayment from your final payment.

We are only allowed to give payment in lieu of statutory holiday entitlement when employment ends.

iv) Changes to working arrangements during holiday year

If the number of days you work each week increase or decrease on either a temporary or permanent basis during the course of a holiday year, this is likely to have an impact on your holiday entitlement.

If the number of hours you work each day either increase or decrease and you still work the same number of days per week, your overall holiday entitlement in terms of days will not be impacted, however the amount of holiday pay you receive will change on a pro rata basis.

If your holiday entitlement is calculated in hours, then any increase or decrease in your working hours will be reflected in your holiday entitlement too.

f. Carry-over of holiday entitlement

i) Default position

The Council encourages all employees to take their full annual holiday entitlement within the relevant holiday year in order to support health and wellbeing.

You may be allowed to carry over up to 5 days of your annual holiday entitlement from one holiday year to the next, providing you obtain advance written authorisation from the Town Clerk.

ii) Unused holiday entitlement caused by sickness absence

Where an employee has been unable to take their annual holiday entitlement due to sickness absence, they will be entitled to carry forward up to four weeks of unused statutory annual leave. Any such leave must normally be taken within 18 months of the end of the holiday year in which it accrued.

iii) Unused holiday entitlement caused by family-related leave

Where an employee has been unable to take annual holiday entitlement due to a period of statutory family leave (including maternity, adoption or shared parental leave), they will be entitled to carry forward any unused statutory annual holiday entitlement into the next holiday year.

g. Holidays during notice period or other circumstances

i) Holidays during notice period

Depending on the circumstances, you may or may not be required or permitted to take all or some of your accrued but untaken holiday during your notice period. We will discuss this with you should the situation arise.

ii) Holidays related to bad weather or unexpected situation

If we tell you not to come into work for example because of bad weather, you may choose to take some of your unused holiday entitlement instead. In these circumstances, you could also choose to take the day as unpaid.

In the event of a shortage of work arising, as an initial solution we may require you to take some, or all, of your unused accrued holiday entitlement, which has not previously been confirmed as agreed and booked.

We are entitled to ask you to use some of your holiday entitlement at any time during the year, for example in an unforeseen situation like the recent pandemic including if you are furloughed. In this event, we will give you notice which will be at least twice the length of time that we want you to take as holiday.

h. Delay in returning from holiday

If for any reason you know you will be late returning from holiday, for example because of a delayed flight, you must notify your line manager of your late return as soon as possible. Failure to do so will be considered as unauthorised absence.

i. Sickness & holidays

Please refer to the chapter on Sickness Absence Policies and Procedures for more information regarding sickness that occurs either shortly before, or during a pre-booked holiday. You may be able to claim back holiday that occurs in such circumstances, providing you follow the correct procedure.

j. Unpaid leave & leave for public duties

i) Unpaid leave

Requests for unpaid leave will be given due consideration and may be granted at the discretion of the Council. If an employee requests to take regular unpaid leave their holiday entitlement will be recalculated.

ii) Court witness/jury service

If you are called to be a witness in court or called for jury service, leave of absence will usually be granted. Please tell your line manager immediately if you receive notice that you are required to undertake jury service or attend a court hearing and bring any letters you have been sent about this with you.

Usually, we will not pay you whilst you are absent for these reasons, unless the court hearing is in connection with our business. You should claim from the Court using the loss of earnings form they will provide you with. If you wish to take the time off as part of your paid holiday entitlement, you should arrange this with your line manager in advance.

iii) Military reservists/emergency volunteers/retained roles

If you are a reservist with any of the recognised military reserves, you may use your paid annual holiday entitlement or take an agreed unpaid leave of absence in the event you are mobilised or required to attend training, provided that you supply us in advance with documentation confirming your attendance is required.

In certain emergency situations such as a pandemic, the Government may ask for volunteers to support the national effort in some way. If you want to volunteer in these circumstances, please speak with your line manager who will discuss the situation with you. It will be at our discretion whether or not we grant any time off for volunteering and also whether this is paid or unpaid.

If you are thinking about becoming either a retained firefighter or retained lifeboat crew, please speak to your line manager before making an application. We will need to understand the level of commitment that will be expected from you and depending on your specific job role and location and how this may impact our clients and business, we will make a decision as to whether we can support your application or not.

6. Sickness Absence, Health & Wellbeing Policies & Procedures

a. Introduction

i) *General information*

We aim to encourage all our employees to maximise their attendance at work while recognising that employees will, from time to time, be unable to come to work because of ill health.

While we understand that there will inevitably be some sickness absence among employees, and that some of this may be due to on-going health conditions or injuries over a longer term, we must also pay due regard to our operational needs. If an employee is persistently absent from work, this can damage efficiency and productivity and place an additional burden on the employee's colleagues.

We operate both short and long-term sickness absence policies and procedures which aim to strike a reasonable balance between the pursuit of our operational needs and the genuine need of employees to take time off work because of ill health.

Where an employee is on long-term sickness absence, but returns to work for short periods, we reserve the right to continue managing their sickness absence under the long-term sickness absence procedure.

The short and long-term sickness absence policies do not form part of your terms and conditions of employment and may be subject to change at our discretion.

Failure to observe and comply with these procedures may result in your absence being considered as unauthorised with sickness payments withheld and disciplinary proceedings commenced.

Additionally, any employee who falsely claims to have been absent due to sickness and is subsequently found not to have been genuinely ill, will be subject to disciplinary action, which could include dismissal.

ii) *Definitions*

Period of sickness absence or **instance of sickness absence** means any continuous period of sickness absence of whatever length, during which the employee does not work.

Short-term sickness absence means any period of sickness absence lasting one to 27 calendar days.

Long-term sickness absence means any period of sickness absence lasting 28 calendar days or more.

Formal review period means a defined period during which an employee is required to show an improvement in their sickness absence levels under the Council's sickness absence management procedure.

b. Disabilities

We are aware that sickness absence may result from a disability and therefore particular consideration will always be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide the employee with support at work and/or assist a return to work.

If at any time you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your line manager immediately.

Additionally, employees who deliberately withhold details of a known medical condition from the Council which may limit or prevent them from performing their duties properly or safely; have an adverse effect on their regular attendance at work or have the potential to impact on the health and safety of others, may be in breach of contract and therefore liable for disciplinary proceedings, up to and including dismissal.

c. Notification of sickness absence

i) Unable to work owing to illness or injury

If you are unable to work for any reason, and no matter if you work remotely or in our office(s) you must contact your line manager by telephone (not text or email) approximately 30 minutes before you are due to start work, on the first day of absence, and, every subsequent day you are absent unless agreed otherwise. Notification should always be made by you personally unless this is impossible due to the nature of the illness, when you should arrange for someone else to call on your behalf.

When you speak with your line manager, please be ready to give the following details:

- The nature of your illness or injury;
- The expected length of your absence from work;
- Contact details if these will be different from usual
- Whether or not you will be seeking medical advice/attention;
- Information about any outstanding or urgent work that requires attention.

ii) Becoming unwell whilst working

If you become unwell or are injured whilst working in our offices, you must not leave until you have informed either your line manager or another senior manager. This policy is to ensure that in case of emergency we know who is on or off site as appropriate and to ensure continuity of cover of the work normally undertaken by the person who is unwell/injured.

Managers should make arrangements for anyone who is unwell to receive medical treatment (contacting either First Aiders or calling for an ambulance etc) where necessary. If you are making your own way home, you must contact your line manager to confirm your safe return home.

If you become unwell or are injured whilst working remotely including working from home, you must still contact your line manager to let them know straightaway.

d. Keeping in contact whilst off sick

It is our joint responsibility with employees who are off sick to maintain regular contact. This is particularly the case in relation to long-term sickness absence.

We reserve the right to arrange informal or formal sickness absence meetings with an employee who is absent from work due to short or long-term illness or injury, whilst they are still absent (i.e. a home visit).

If you are absent due to illness or injury, you should expect to be contacted from time to time by your line manager, a senior manager or the Council's HR representative, in order to discuss your wellbeing, expected length of absence from work, and to establish if any of your work requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.

If you have any concerns whilst you are absent on sick leave, whether about the reason for your absence or your ability to return to work, you should feel free to contact your line manager at any time.

e. Self-certificates, fit notes & medical certificates

Ordinarily, if you are absent due to illness or injury for up to a maximum of seven consecutive days (including weekends), you will be required upon your return to complete a self-certification form and submit this for countersignature to your line manager.

If you are absent for eight or more consecutive days, you must obtain a fit note from an authorised medical professional, covering the eighth day of absence onwards and send this to your line manager promptly. You will be considered absent from work for the purposes of statutory sick pay (SSP) and any occupational sick pay (OSP) you may be entitled to if signed off as unfit to work on a fit note.

A fit note may state that you are either 'not fit for work' in which case you should stay at home and not work, or it may say that you 'may be fit for work', if the doctor's recommendations are followed, for example, a phased return, amended job duties, altered hours of work or workplace adaptations.

Whilst there is no legal obligation on us to follow the recommendations, your line manager will take what your doctor has written seriously and give fair consideration, in consultation with you and if appropriate with the Council's HR representative, as to whether or not any of the changes recommended by the doctor can be accommodated.

Additionally, in some cases we may require you to provide a medical certificate for each episode of sickness absence regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of an invoice from the doctor or a suitable receipt.

f. Statutory sick pay (SSP)

Provided that the Council's notification and evidence requirements are met, and you satisfy the relevant statutory criteria, you will receive Statutory Sick Pay (SSP) during periods of sickness absence.

SSP is paid in accordance with current legislation. From April 2026, it is payable from the first qualifying day of absence, with no waiting period. The amount payable will be the lower of the statutory weekly rate set by the Government or a prescribed percentage of

your average weekly earnings, meaning that employees with lower earnings may receive less than the full statutory rate.

SSP applies only to qualifying days (those you would normally be required to work) and is subject to the usual deductions for tax, National Insurance and pension contributions where applicable.

SSP is payable for a maximum of 28 weeks in any one period of incapacity for work. Where periods of sickness absence are separated by 56 days or less, they may be treated as linked for SSP purposes.

If you do not qualify for SSP, we will confirm this in writing and provide you with the appropriate form explaining the reason.

g. Occupational sick pay – (OSP)

i) Eligibility & entitlement

We operate our own 'occupational' sick pay scheme which you will be entitled to join upon successful completion of your probationary period.

Entitlement to OSP is pro-rata if you work less than full time hours and is calculated over a rolling twelve-month period, commencing from the first day of reported illness.

Under the terms of the OSP scheme, you will be entitled to receive the following amounts of pay if you are absent owing to illness or injury:

If you are absent from work due to sickness or injury and you comply with the requirements set out above including the notification and certification requirements, you will be entitled to the following Sick Pay in any rolling 12 month period (pro-rated for part time staff):

- During 1st year of service: 1 month's full pay, which after having completed 4 months continuous service, also increases by 2 months' half pay;
- During 2nd year of continuous service: 2 months' full pay and 2 months' half pay;
- During 3rd year of continuous service, 4 months' full pay and 4 months' half pay;
- During 4th and 5th years of continuous service, 5 months' full pay and 5 months' half pay; and
- After 5 years' continuous service, an employee would be entitled to 6 months' full pay and 6 months' half pay.

NB: **'Full Pay'** period = Sick Pay shall include Statutory Sick Pay (SSP) and any Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit.

'Half Pay' period = Half pay plus SSP and Incapacity Benefit, Employment and Support Allowance or equivalent social security benefit, so long as this total does not exceed an employee's normal pay.

ii) OSP qualifying criteria

Once you have become eligible to join the scheme, in order to qualify for OSP you must:

- comply with the sickness absence reporting procedure as detailed;
- promptly complete a self-certification form when it is presented to you; and/or
- promptly provide a fit note/medical certificate;
- be genuinely ill or injured such that you are unable to work;

- comply with any requests we may make to attend consultations with medical practitioners of any kind, including occupational health specialists, and to obtain reports;
- keep the Council informed of your expected return to work;
- still be an employee of this Council and not working your notice period;
- not have been absent for cosmetic or elective surgery purposes;
- not be the subject of active disciplinary, performance management or grievance proceedings or be undergoing a period of paid suspension;
- not have exceeded your entitlement;
- not have caused the illness/injury through your own misconduct, negligence or recklessness (including participating in sports or other activities that in our opinion may result in serious injury).

If we have reason to believe your absence may not be genuine or for the reason you have given us, we reserve the right to withhold payment of OSP on a temporary or permanent basis.

If you have been on long term sick leave continuously for more than a year, you will not qualify for OSP again until you have returned to work for a total of 12 weeks.

OSP is paid less statutory deductions including tax, national insurance, pension contributions, etc., and is inclusive of any entitlement to SSP. Once your entitlement to OSP has been exhausted, the only payment you may be entitled to receive will be SSP.

If a period of sickness absence is, or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party, in respect of which damages are or may be recoverable, you must immediately notify the Town Clerk of that fact and of any claim, compromise, settlement or judgement made or awarded in connection with it and all relevant particulars that we may reasonably require.

If we require you to do so, you must co-operate in any related legal proceedings and refund to us that part of any damages or compensation you recover that relates to lost earnings for the period of sickness absence as we may reasonably determine, less any costs you incurred in connection with the recovery of such damages or compensation, provided that the amount to be refunded to us shall not exceed the total amount we paid to you in respect of the period of sickness absence.

h. Mental health & stress policy

i) Introduction

We care about our employees' wellbeing and know that stress can affect both people and how the business runs.

Working from home can make it harder to spot when someone is struggling, so it's important to speak up early if you're feeling stressed.

While we can't control personal or outside issues, we will do our best to manage work-related stress and support anyone who needs help.

This policy works alongside our Health & Wellbeing Policy.

ii) Aims of this policy

This policy aims to:

- Help keep everyone physically and mentally healthy
- Create a safe, supportive, and respectful workplace
- Reduce things at work that may cause stress

iii) What is stress and how can you recognise it?

Stress is a normal reaction to pressure, but too much stress over time can harm your health.

Stress can come from many places—both personal (like family issues) and work-related.

We believe it's better to deal with stress early, before it becomes a bigger issue. We're happy to talk about changes that might help improve things.

iv) Our approach to managing stress in the workplace

- You can talk to your line manager, town clerk or a member of the staff committee if you're feeling stressed. We'll always take your concerns seriously and treat you with respect.
- If have been signed off due to stress, we'll support you through it.
- When you're ready to come back to work, we'll help you return in a way that works for you.
- Anything you share with us will be kept private, in line with our Data Protection Policy.

If you're feeling stressed, have been off work due to stress, or think a colleague may be struggling, please let your manager know.

i. Menopause Policy

i) Introduction

At Sturminster Newton Council, we want everyone to feel supported at work, especially when going through big life changes like the menopause. This policy explains what support is available for anyone experiencing menopause or perimenopause symptoms.

We want to create a workplace where people feel comfortable talking about menopause and can ask for help if they need it.

This policy is here to guide and support — it's not part of your employment contract and may change in the future.

ii) Scope

This policy is for anyone who works with us — including employees, contractors, volunteers, interns, apprentices, and others. When we say "menopause" in this policy, we also mean perimenopause (the time leading up to menopause).

iii) Requesting support

If you feel you are experiencing symptoms of the menopause, talk to your manager. If you're not comfortable with your manager, speak to another manager you trust.

We're here to listen and will treat what you say confidentially. You don't have to share personal details but the more we know, the better we can support you.

iv) External sources of help

There are various organisations that provide help and support on the menopause, including:

- [Menopause matters](#), which provides information about the menopause, menopausal symptoms and treatment options;
- the [Daisy Network](#) charity, which provides support for people experiencing premature menopause or premature ovarian insufficiency; and
- the [Menopause Café](#), which provides information about events where strangers gather to eat cake, drink tea and discuss the menopause.

j. Medical appointments

Wherever practicable, medical, dental and other similar appointments should be arranged outside of your normal working hours. If this is not possible you must request permission in advance from your line manager who will also advise whether or not you will be paid for the time you need to take off, or, if you will be required to make the time up instead. You may be asked to provide an appointment card in support of your request for time off to attend an appointment.

Pregnant employees are entitled to be paid in full when taking time off to attend antenatal appointments.

k. Medical conditions & medicines

i) Medical conditions & allergic reactions

If you suffer from a medical condition which may have a sudden onset (such as epilepsy or diabetes-related symptoms) or cause an allergic reaction (such as anaphylactic shock) or you are allergic to certain foods, substances or stings, you **must** notify your line manager immediately.

In these circumstances, we will usually conduct a risk assessment to enable us to either reduce or remove any risks, or to take appropriate action to help you in the event of a medical emergency.

If at any time you acquire a health condition which you consider to be a disability, you must inform your line manager straight away.

We ask all new employees to complete a health questionnaire once we have offered and they have accepted a job with us, and each year we will ask you to review the information you have provided and complete a new questionnaire as appropriate.

Whilst we respect your privacy, we do ask that you inform your line manager immediately if you are either undergoing in-depth investigation for, or are diagnosed with, a new medical condition. If appropriate, we may ask you to complete a health questionnaire or provide us with more information.

We may feel it is relevant to undertake a risk assessment with you in relation to any new or ongoing health condition that you declare so that we can identify, remove or mitigate any health and safety risks in your working environment.

ii) Use of medicines, inhalers & EpiPens

You must inform your line manager before starting any work, if you are taking any medication (prescribed or purchased over the counter), that may have an effect on your ability to carry out your work safely or efficiently, or that could cause drowsiness. We may, if appropriate, need to conduct a risk assessment in such circumstances, in order to protect your welfare and the health and safety of others.

If you bring inhalers, EpiPens or other medicines in to work that you may need at short notice if you become unwell, make sure that the town clerk or line manager know where to find these in an emergency. Make sure all medicines you bring into work are kept safe and secure.

l. Sickness absence for cosmetic or non-essential surgery

If you need or choose to undergo either an elective or cosmetic surgery or procedure, for which you will be absent from work, you will need to provide an appointment letter or similar when making your request for time off.

If the surgery or procedure has been advised as necessary by a G.P. or consultant on medical grounds, it is important that the letter you provide demonstrates this clearly. You may be required to use your annual holiday entitlement for any absence related to a purely elective procedure.

m. Returning to work following sickness absence

On your return-to-work following absence for illness/injury, you will be required to attend an informal return to work meeting with your line manager or another authorised person such as the town clerk or our HR representative.

The purpose of the meeting will be to:

- welcome you back to work and bring you up to date with events in your absence;
- discuss the reason for your absence and whether you have consulted a doctor or attended hospital;
- check your compliance with notification procedures for absence;
- ask for completion of a self-certificate if you have been absent for 7 or fewer days;
- check that you have provided a fit note if your absence has been for 8 or more days;
- make sure that you are suitably fit to return to work and resume your duties;
- establish whether you have any on-going health issue requiring medical treatment;
- check if any adjustments or adaptations need to be made to your working hours or job duties, or if some other support may be needed;
- review your attendance record over the preceding twelve months; and
- inform you if you have hit a trigger point and what that means.

The meeting also provides an opportunity for you to raise any concerns that you may have, and to bring relevant matters to our attention. A return-to-work form will be completed and kept in your personnel file.

n. Sickness absence & holidays

i) Sickness prior to or during prebooked holiday

If you are on sick leave immediately prior to taking time off for a pre-arranged holiday, you may choose to cancel the time you have booked off as holiday if you wish. You should notify your line manager as soon as possible if you wish to do this.

If you become sick or injured while on holiday such that you would be unfit for work, you may ask us to treat the period of incapacity as sick leave and ask to reclaim part of your holiday entitlement. You must comply with the sickness absence reporting procedure as detailed in this chapter if you wish to claim SSP and/or OSP and/or ask to reclaim any part of your holiday entitlement. Additionally, any request to reclaim holiday must be made in writing no later than 7 days after returning to work, setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to reclaim.

We will require a certificate from a G.P. or hospital doctor stating the exact nature of your illness/injury if we are to give any consideration to your claim. You may need to obtain a private medical certificate and if this is the case, should your claim be successful, we will reimburse the cost of the certificate so long as you provide a receipt.

If you are taken ill or have an accident whilst abroad, you must still follow the procedure for reporting absence as outlined in this chapter, however, if a medical certificate is supplied in a foreign language, you must provide us with a written translation of it. Again, if your claim is successful we will reimburse the cost of the certificate and the cost of translation.

If your period of sick leave extends into the next holiday year, or if there is not enough time left in the current holiday year to make it practicable to take your remaining holiday entitlement, you can carry over a maximum of 4 weeks unused holiday entitlement into the following holiday year. Any holiday entitlement not taken within 18 months of the end of the holiday year in which it accrues (whether or not you have returned to work) will be lost.

ii) Using holiday entitlement whilst off sick

If you are off sick, in some circumstances you may wish to ask for the period of absence to be treated as holiday for the purposes of the pay you are entitled to, as opposed to sick leave.

It is entirely your choice if you wish to do this, however we are not obliged to agree to your request, or to allow you to claim for more holiday than you have accrued up to that point in the holiday year. If your request is agreed, you will receive holiday pay instead of SSP and/or OSP, however the absence will still be recorded as caused by illness or injury.

o. Medicals, referrals & requests to access medical records

If you are on sick leave for any reason or length of time, we may want to obtain advice on your fitness for work from a medical practitioner such as your G.P, a hospital consultant or an occupational health specialist. The reasons that we may wish to do this include to:

- establish when you may be able to return to work;
- ask for guidance on your health condition, for example to determine if you have a disability or to determine the exact nature of the condition;

- establish what, if any, adjustments could be made to accommodate the any disability or health condition as appropriate.

In these circumstances, we will either ask you to have a medical assessment conducted by a medical practitioner or specialist nominated by us and at our expense, or we will ask for your permission to contact your G.P. or any other medical practitioner in whose medical care you are or have been, for a medical report.

If we ask permission to contact your G.P. or someone else who has been responsible for your medical care, then the Access to Medical Reports Act 1998 will apply and we will comply fully with that legislation and inform you of your rights.

A key right within this legislation is that you are not obliged to give your consent for us to request a medical report from your G.P/consultant unless you wish to do so. Consent will be sought in writing.

If consent is refused, any decision relating to your employment may be made without the benefit of access to medical report, as we will only be able to refer to information provided by you or that we may reasonably conclude.

It should be noted that the Access to Medical Reports Act 1998 does not apply where we wish to seek a medical report from a medical practitioner who has not been responsible for your clinical care, typically this is when we ask you to attend a medical or consultation with a medical practitioner of our choice. In most cases, we also have the express contractual right to require an employee to see a medical professional of our choice and for that professional to supply us with a report.

p. Short-term sickness absence management

i) Short-term sickness absence trigger points – general information

The trigger points that are used to decide when action needs to be taken to tackle an employee's short-term sickness absence are given in the following sections of this chapter, however they are a guideline only.

When applying these trigger points, we will always bear in mind whether special consideration needs to be given if, for example, the absence is related to pregnancy, disability or if less than full time hours are worked.

We will do this by either not taking the absence into consideration when assessing the overall absence level, or by adjusting the trigger points on a pro-rata or other basis that is reasonable given the specific circumstances.

At our discretion, we may commence sickness absence management with an employee at any time or stage, regardless of the number of days or instances of absence over any period of time, if we believe this to be appropriate.

ii) Formal short-term sickness absence meetings – general information

Unless it is impractical to do so, the employee will be given at least 2 working days' notice in writing, of the date, time and place of a sickness absence meeting. We will put our concerns about the employee's sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. The employee will be provided with a reasonable opportunity to consider this information before a meeting takes place.

The meeting will be conducted by any combination of the employee's line manager, the HR representative, the town clerk and notes or a recording will be made of the meeting.

The employee may bring a work colleague or a suitably accredited trade union representative /official with them as a companion if they wish. For more information about companions at meetings please refer to the chapter on Performance Improvement, Disciplinary & Grievance Procedures further on in this handbook.

Whilst we will aim for all short and long-term sickness absence meetings to be held on a face-to-face basis, this may not always be possible for a variety of reasons. In this event, we will conduct the meeting either as a telephone conference call or a video meeting. The employee must take all reasonable steps to attend a sickness absence meeting. More information about non-attendance at formal meetings can be found in the chapter on Performance Improvement, Disciplinary & Grievance Procedures.

A meeting may be adjourned if we are awaiting receipt of information, or there is a need to gather further information or give consideration to matters discussed at a previous meeting. The employee will be given a reasonable opportunity to consider any new information that has been obtained before the meeting is reconvened.

Confirmation of any decision made at a meeting, such as for example the decision to set a formal review period, and to give a formal warning, will be given to the employee in writing with 5 working days of a sickness absence meeting, if at all possible. The letter will also advise of the right to appeal.

iii) Stage 1 – First short-term sickness absence meeting

Ordinarily, a Stage 1 short-term sickness absence meeting will be triggered when an employee has:

- at least ten days of sickness absence in the preceding 12 months; or
- at least three separate episodes of sickness absence in the preceding 12 months.

Triggers will be pro-rata if less than full time hours are worked. Additionally, if the sickness absence has been due to pregnancy related reasons, or because of an illness that could be considered a disability, the absence(s) will either not be included or allowances will be made.

The purpose of a Stage 1 short-term sickness absence meeting is to:

- discuss the employee's sickness absence level in the previous 12 months;
- allow the employee to share their views;
- try and establish any underlying reasons for the employee's poor attendance level, for example a health issue or personal problems and to gather as much information as possible without putting undue pressure on the employee to reveal more information than they want;
- discuss/confirm any entitlement to SSP and/or OSP.
- discuss and agree any steps that can be put in place to help the employee to improve their attendance including agreeing a formal review period; and,
- if there is an underlying health problem, to discuss referring the employee to occupational health and/or encourage the employee to book an appointment with their doctor, if this has not already been done.

Outcomes from a Stage 1 short-term sickness absence meeting may include:

- no further action if, for example, there are extenuating reasons for the absences; or,
- a first written warning and the putting in place of a formal review period. The employee will also be advised that a consequence of further absences could be escalation to Stage 2 and a final written warning.

A formal review period gives the employee a set time frame in which to show an improvement in their attendance level. The review period may be for any length of time in excess of 1 month and up to a maximum of 12 months as appropriate, with the period for improvement beginning on the day after the warning is issued.

If the employee's sickness absence levels improve (i.e. during the formal review period, they do not exceed the specified levels or episodes of sickness absence, no further action will be taken. In this event, the employee will receive a letter confirming that they have completed the formal review period.

If either during or by the end of the formal review period, the employee's sickness absence levels or episodes of absence exceed those specified, they will be asked to attend a Stage 2 short-term sickness absence meeting.

Note - In some cases the sickness absence levels that will apply during a formal review period may be shorter or greater than ten days or three episodes of absence, depending at what point the short-term sickness absence procedure is commenced and whether any special considerations have to be made in relation to disability, pregnancy or if the employee works less than 5 days per week.

iv) Stage 2 – Second short-term sickness absence meeting

Ordinarily, a Stage 2 short-term sickness absence meeting is triggered when an employee has:

- exceeded the specified level of sickness absence or episodes of absence during or by the end of a formal review period; or,
- for a second or subsequent time, had at least ten days' sickness absence in the preceding 12-month period; or,
- for a second or subsequent time, had at least three episodes of sickness absence in the preceding 12-month period.

Triggers will be pro-rata if the employee works less than full time hours. Additionally, if the sickness absence has been due to pregnancy related reasons, or because of an illness that could be considered a disability, the absence(s) will either not be included or allowances will be made.

Arrangements for meetings under Stage 2 of the short-term sickness absence procedure follow the same process as those set out for a Stage 1 meeting.

The purpose of a Stage 2 short-term sickness absence meeting is similar to that of a Stage 1 meeting and in addition will also aim to:

- discuss and agree any further steps or targets that can be put in place to help the employee improve their attendance;
- refer the employee for an occupational health/medical examination;
- seek consent from the employee to contact their medical practitioner for a medical report;
- review eligibility to OSP.

Outcomes from a Stage 2 short-term sickness absence meeting are broadly similar but not identical to those from a Stage 1 meeting and may include:

- no further action if, for example, there are extenuating reasons for the absences; or,
- a final written warning and the putting in place of a further formal review period. The employee will also be advised that a consequence of further absences could be escalation to Stage 3 and ultimately their dismissal.

For information about review periods refer to Stage 1 outcomes shown earlier in this chapter.

If the employee's sickness absence levels improve during a Stage 2 review period, no further action will be taken. In this event, the employee will receive a letter confirming that they have completed the formal review period.

If either during or by the end of the further review period, the employee's sickness absence levels or episodes of absence exceed those specified, they will be asked to attend a Stage 3 short-term sickness absence meeting.

v) Stage 3 – Third short-term sickness absence meeting

Ordinarily a Stage 3 short-term sickness absence meeting is triggered when an employee has:

- exceeded the specified level of sickness absence or episodes of absence during or by the end of a second formal review period; or,
- for a third or subsequent time, had at least ten days' sickness absence in the preceding 12-month period; or,
- for a third or subsequent time, had at least three episodes of sickness absence in the preceding 12-month period.

Arrangements for meetings under Stage 3 of the short-term sickness absence procedure follow the same process as set out above for a Stage 1.

The purpose of a Stage 3 short-term sickness absence meeting is similar to that of Stage 1 and Stage 2 short-term absence meetings and in addition will also aim as appropriate to:

- discuss and agree any further steps or targets that can be put in place to help the employee improve their attendance;
- refer the employee for an occupational health/medical examination;
- discuss the content of a medical report that has been obtained;
- seek consent from the employee to contact their medical practitioner for a medical report.

Outcomes from a Stage 3 short-term sickness absence meetings can include:

- a decision to take no further action;
- a decision to review the situation at a later date;
- an offer to make adjustments to the employee's job role/working conditions;
- redeployment with the employee's agreement; or
- a decision to dismiss the employee.

The employee will be informed of the outcome in writing and as appropriate, informed of their right to appeal.

vi) Appeals

An employee is entitled to raise an appeal following the outcome from any stage of the short-term sickness absence procedure if they wish. Appeals must be raised in writing and sent to the Town Clerk within 5 working days of receiving the letter of outcome, setting out the reasons for raising the appeal.

Appeal meetings will ordinarily be held within 10 working days of an appeal being received and the employee is entitled to be accompanied at the appeal hearing if they wish, by a work colleague or suitably accredited trade union representative/official.

The employee will be notified of the outcome of the appeal in writing and the decision will be final.

p. Long-term sickness absence procedure

i) Long-term sickness absence trigger points – general information

As a guideline, once an employee has been absent for 28 calendar days, or as soon as it is confirmed that the employee will be absent for at least that length of time, we will look to arrange a Stage 1 long-term sickness absence meeting with the employee.

The trigger points that are used to decide when action needs to be taken to tackle an employee's long-term sickness absence are a guideline only.

When applying these trigger points, we will always bear in mind whether special consideration needs to be given if, for example, the absence is related to pregnancy, disability or the employee works less than full time hours e.g. 5 days per week. We will do this by either not taking the absence into consideration when assessing the overall absence level, or by adjusting the trigger points on a pro-rata or other basis that is reasonable given the employee's circumstances.

Whilst we will aim for all long-term sickness absence meetings to be held on a face-to-face basis, we may from time to time and for whatever reason, have to conduct them as either telephone conference calls or video calls.

At our discretion, we may commence long-term sickness absence management with an employee at any time or stage, regardless of that individual's number of days or instances of absence over any period of time, if we believe this to be appropriate.

ii) Formal long-term sickness absence meetings – general information

Broadly speaking, the process for arranging and conducting long-term sickness absence meetings is very similar to that for short-term absence meetings, as detailed in an earlier section of this chapter. There are a few differences, which are set out below.

Before writing to the employee to arrange a long-term sickness absence meeting, we will first get in touch with them by phone if possible, to agree a date, time and location for the meeting that is convenient for all parties involved.

If the employee does not respond to efforts made to contact them or does not cooperate with attempts to agree a time and place for the meeting, we are entitled to set a time and place for the meeting without the employee's agreement.

While the meeting can take place in the workplace, it may be that the employee's condition necessitates a venue that is away from the employee's regular place of work. For example, the employee's mobility may be restricted or an employee suffering from work-related stress may be uncomfortable coming to work. We will therefore be open to the meeting taking place in another location.

This could be the employee's home, or another suitable venue near the employee's home. Notes will be taken at the meeting or a sound recording of it may be made.

Long-term sickness absence meetings will be chaired by any combination of the employee's line manager, the HR representative or town clerk. Once the date, time and location of a meeting have been agreed, we will write to the employee inviting them to a long-term sickness absence formal meeting. The employee will be given at least two days' notice of the meeting.

The letter will explain the purpose of the meeting and advise the employee that they can be accompanied by a fellow worker or a suitably accredited trade union official or representative. In certain situations, we may allow the employee's companion to be either a friend or family member.

Prior to the meeting, the employee will be contacted to confirm they are still well enough for the meeting to proceed.

iii) Stage 1- First long-term sickness absence meeting

The purpose of a Stage 1 long-term sickness absence meeting is to:

- establish how the employee is doing and the likely length of their absence;
- discuss what if any steps can be taken to assist the employee to return to work;
- understand what, if any, hospital consultations or treatment plans are awaited or have taken place;
- update the employee on events in the workplace;
- provide information about SSP and/or OSP and the employee's entitlement;
- ask for permission to contact the employee's G.P. or other medical practitioner for a medical report, or to make arrangements for the employee to see a medical practitioner or other specialist of the Council's choosing;
- confirm when the next contact will take place.

The employee will be advised in writing of the outcome of a Stage 1 long-term absence meeting, including a summary of the discussion and what was agreed. The letter will also detail any steps, targets, key dates or support that has been agreed in order to help the employee return to work.

iv) Stage 2 – Second or further long-term sickness absence meeting

Once the employee has been absent for between two and three months, or as soon as it is confirmed that they will be absent for at least that length of time, we will seek to arrange a Stage 2 long-term sickness absence meeting.

Stage 2 long-term sickness absence meetings should take place every two or three months until the employee returns to work, or they have been absent for at least six months, at which point a Stage 3 long-term sickness absence meeting will take place.

Arrangements for a Stage 2 long-term sickness absence meeting are very similar to those for a Stage 1 long-term sickness absence meeting.

The purpose of a Stage 2 long-term sickness absence meeting is very similar to the that of a Stage 1 meeting, and in addition will be to:

- obtain an update on the employee's health condition, diagnosis, prognosis and treatment plan;
- discuss the findings of any medical report that has been received or any medical assessment arranged by the Council that has taken place;
- discuss the possibility of dismissal including ill-health retirement, if it appears that the employee will be unable to return to work;
- review the employee's entitlement to SSP and/or OSP;

- confirm when the next contact will take place.

The employee will be advised in writing of the outcome of a Stage 2 long-term sickness absence meeting in the same way as following a Stage 1 meeting.

v) Stage 3 – Final long-term sickness absence meeting

A Stage 3 long-term sickness absence meeting will be arranged once an employee has had a six-month continuous period of sickness absence, or as soon as it is confirmed that the absence will last for at least six months, if:

- it is clear from medical advice that the employee is unable to return to their role in the foreseeable future;
- all reasonable steps to assist the employee in returning to work (for example, a phased return, amended job duties, altered hours of work, or workplace adaptations) have been exhausted; or
- the possibility of dismissal including ill-health retirement has been discussed with the employee.

Arrangements for a Stage 3 long-term sickness absence meeting are very similar to those for other long-term sickness absence meetings, however usually a town clerk, will be present at the meeting as opposed to solely the employee's line manager.

The employee will be sent a letter setting out the arrangements for the Stage 3 meeting, which will advise them that the outcome of the meeting could be their dismissal on the grounds of ill-health capability.

The purpose of a Stage 3 meeting is to consider all the circumstances of the employee's case, including:

- the length of the employee's absence and the likely length of future absence;
- medical advice on the employee's condition;
- if applicable, the possibility of ill-health retirement or making a claim under a permanent health insurance scheme, or similar insurance scheme;
- when entitlement to SSP and/or OSP will be exhausted;
- what adjustments are available to help the employee to return to work.

The outcome of a Stage 3 long-term sickness absence meeting could be:

- a decision for the employee to remain on sick leave until they have recovered (typically where an approximate return date can be identified);
- to agree plans are made for a phased return to work of some kind;
- if applicable, to take further steps to pursue ill-health retirement or a claim under a permanent health insurance or similar insurance scheme;
- an offer to make adjustments to the employee's job role or work environment;
- temporary reassignment to a different job role or different duties;
- redeployment with the employee's agreement; or
- a decision to dismiss the employee on the grounds of ill-health capability.

The employee will be notified of the outcome of the meeting within 5 working days of the meeting taking place and at the same time advised of their right to appeal. Details regarding how to appeal are given earlier in this chapter within the section on Short-term sickness absence.

vi) *Temporary reassignment & permanent redeployment*

Where an employee has been on long-term sickness absence but is unfit to return immediately to their substantive role, even on a phased basis, we will consider temporarily reassigning the employee to another role if at all possible. The possibility of a temporary role will depend on the availability of suitable work elsewhere within the business, and the employee's agreement to undertake the role.

The employee's existing rate of pay will be protected during the temporary reassignment. Temporary placements to help an employee on long-term sickness absence will normally last no longer than three months.

We will only consider redeployment where it appears unlikely from medical advice received that an employee on long-term sickness absence will be able to return to their existing role.

Any offer to redeploy an employee will be entirely at our discretion. Such an offer will be made only when we have a suitable role available for redeployment, and we are confident that the employee is no longer able to continue to work in their current role and will be able to perform well in the redeployed role. If the employee chooses to accept permanent redeployment, they will be asked to agree to a variation of contract.

While an employee is free to refuse any offer of redeployment, the only alternative will usually be dismissal. If we believe that there is no alternative role available and suitable for the employee, we may be left with no option but to end their employment.

Any employee who is dismissed on the grounds of ill-health capability, will receive pay in lieu of notice.

7. Key Council Policies & Procedures

a. About our policies

In order for the Council to operate successfully we need to have a number of strategic policies and procedures in place providing clear guidance to both management and employees. Whilst managers have the primary responsibility for the successful application of the Council's policies, it is the duty of all employees to ensure that the policies are maintained in spirit and in practice.

b. Policy on alcohol, drugs & substance abuse

As a responsible employer, we are committed to ensuring the health and safety of all our employees and those affected by our activities, and to ensure the highest possible safety standards in all our operations.

There is a general belief that what people do outside working hours is their concern and does not affect their working lives. However, it is a fact that drugs and alcohol can impair work performance long after consumption, with detrimental effects on behaviour and the way the job is carried out. This makes it a workplace issue too.

We do not allow employees to consume alcohol of any kind whilst at work or on Council business. This includes during any paid or unpaid breaks during the working day. Breach of this rule may result in disciplinary action.

It is a criminal offence to be in possession of, use or distribute an illicit substance and to produce, supply or possess with intent to supply psychoactive substances. If any such incidents take place in our workplaces, vehicles or immediate surroundings, on our clients' premises, whilst attending a Council function or generally on Council business, they will be regarded as extremely serious, will be investigated by us, and may lead to disciplinary action and a report being made to the Police.

Whilst at work, at a Council function or anywhere on Council business, any employee found in possession of unauthorised/illicit alcohol, any illegal drugs or substances (including psychoactive substances and drugs formerly known as "legal highs"), or any kind of prescription drugs that have not been prescribed specifically for them, or who in our view is unfit for work due to being under the influence of, or suspected of using alcohol, illegal drugs or substances as described above, will be suspended immediately pending a disciplinary investigation and face action as appropriate. "In possession" in this context includes being in the employee's belongings, on their person or in a Council or personal vehicle.

Any employee found to be in possession of such items, or who is unfit for work as a result of excessive drinking or suspected use of illegal drugs or substances as described above, will be suspended immediately and sent home pending a disciplinary investigation and face action as appropriate.

We will take all reasonable steps to prevent employees from carrying out work-related activities if they are considered to be unfit/unsafe to undertake the work as a result of alcohol consumption, drug or substance abuse.

No employee or person under our control shall, in connection with any work-related activity:

- report, or endeavour to report, for work having consumed drugs or alcohol likely to render them unfit and/or unsafe for work;

- consume or be under the influence of drugs, alcohol or any other substances whilst at work, or on Council business;
- attempt to sell, give or store drugs, illegal substances or alcohol on our premises including in areas such as personal lockers or desk drawers; or
- attempt to sell or supply drugs, illegal substances or alcohol to any other employee or person whilst on our premises, in our vehicles, at a Council function or on Council business, unless in the case of alcohol consumption they have been authorised to do so in advance by a Director.

Any employee suffering from drug or alcohol dependency must declare this to their line manager and we will subsequently provide reasonable assistance, treating absences for treatment and/or rehabilitation as any other sickness absence. Failure to accept help or continue with treatment will render the employee liable to normal disciplinary procedures.

c. Policy on smoking at work

i) Policy scope

We recognise that the health, safety and welfare of our employees and anyone else directly affected by our operations, are of prime importance. We have therefore developed and enforce a dedicated policy on smoking at work, which applies equally to those who smoke traditional tobacco-based products such as cigarettes, and those who may choose to vape and use e-cigarettes. Our rationale for a ban on vaping as well is that although this does not produce smoke, it does produce a vapour that could provide an annoyance or health risk to others.

Please note, that in the context of this policy where we refer to “smoke” or “smoking”, this includes the use of e-cigarettes and vaping.

We aim to encourage healthy practices and operate a no-smoking policy across our entire site/in our buildings and our Council vehicles. Smoking or vaping is therefore strictly prohibited across our entire site including car parks.

d. Equality & diversity policy

We are an equal opportunities employer committed to the promotion of equality of opportunity, treatment and diversity in all aspects of employment, including recruitment, the provision of training and career development opportunities to:

- make full use of the talents of our employees;
- provide the same level of opportunity for everyone;
- improve our management practice;
- strengthen our reputation as a good employer;
- attract and retain new employees;
- show our clients that we are a fair business organisation;
- ensure that our employment and business practices do not infringe the law;
- demonstrate our commitment to be an equal opportunities employer;
- ensure access to training.

We value diversity and it is in everyone's interests for the environment in which we work to be harmonious and respectful. We aim to provide a creative working environment where everyone has an equal opportunity for success and all cultures are embraced equally.

We will treat everyone fairly and with dignity and we will provide a working environment free from direct and indirect discrimination, harassment or victimisation.

Discrimination against others due to the following characteristics is illegal:

- Age;
- Sex;
- Gender reassignment;
- Race;
- Marital status or civil partnership;
- Sexual orientation;
- Disability;
- Religion or belief;
- Pregnancy or maternity.

Each employee has a moral and legal duty not to discriminate against other employees, job applicants, suppliers, customers or any other business contacts and can be held liable for such action and face claims for compensation if found guilty by a court. In addition, any employee's conduct outside of work that could have a bearing on their employment or could bring the Council's name or reputation into disrepute, will be dealt with under our disciplinary procedure.

e. Bullying, harassment & sexual harassment policy

i) Introduction

We are committed to providing a working environment in which everyone is treated with dignity and respect. Bullying, harassment and victimisation are not tolerated and may lead to disciplinary action, up to and including dismissal.

This policy applies to all employees and covers conduct at work and in any work-related setting, including social events such as work functions, client events and work-related travel, whether these take place on or off Council premises. It also applies in any situation where employees are representing the Council.

This policy also applies to inappropriate behaviour by third parties, such as clients, customers, contractors or visitors. We will take reasonable steps to prevent such behaviour and to support employees where issues arise.

ii) What is bullying, harassment and sexual harassment?

Bullying is behaviour that is unwanted and offensive, intimidating, malicious or insulting, or an abuse or misuse of power that undermines, humiliates or injures the recipient.

Harassment is unwanted conduct related to a protected characteristic (such as age, disability, gender reassignment, race, religion or belief, sex, or sexual orientation) which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

In deciding whether something amounts to harassment, we will consider how the behaviour affected the person concerned, as well as whether it was reasonable for it to have that effect. Behaviour may still amount to harassment even if it was not intended to have that effect.

Sexual harassment is unwanted conduct of a sexual nature that has the same purpose or effect.

Less favourable treatment because a person has rejected or submitted to unwanted conduct of a sexual nature is also unlawful.

iii) Our approach

We take all complaints of bullying, harassment and sexual harassment seriously and will deal with them promptly, fairly and sensitively.

We will take reasonable steps to prevent sexual harassment in the workplace in accordance with our legal obligations. This includes providing appropriate training, maintaining clear reporting procedures, assessing risks where appropriate, and taking action where concerns are identified.

All employees are expected to:

- Treat colleagues with dignity and respect;
- Be aware of how their behaviour may affect others; and
- Challenge or report inappropriate behaviour where it is safe to do so.

Managers have a particular responsibility to lead by example and to take appropriate action where concerns are raised or identified.

iv) Examples of unacceptable behaviour

Examples of behaviour that may amount to bullying or harassment include (but are not limited to):

- offensive, abusive or insulting language or behaviour;
- unwanted physical contact;
- inappropriate jokes, comments or "banter";
- displaying or sharing offensive material;
- excluding or undermining a colleague;
- making decisions based on stereotypes or assumptions;
- unwanted sexual advances, comments or behaviour.

Behaviour may occur in person, in writing, online or via electronic communications.

A single incident can amount to harassment, particularly where it is serious.

v) Reporting concerns

If you believe you have been subjected to bullying, harassment or sexual harassment, you should raise the matter as soon as possible with your line manager. If this is not appropriate, you may raise the matter with town clerk.

Complaints will be handled in accordance with the Council's grievance procedure, which explains how concerns will be investigated, managed and, where appropriate, resolved.

We recognise that concerns relating to bullying, harassment or sexual harassment may be particularly sensitive. We will therefore ensure that they are handled with appropriate confidentiality, care and, where necessary, flexibility.

We will take all reasonable steps to protect individuals who raise concerns in good faith from victimisation.

vi) Malicious complaints

While all complaints will be taken seriously, any complaint found to be deliberately false or made in bad faith may be treated as a disciplinary matter.

vii) Disciplinary action

Any employee found to have committed bullying, harassment or sexual harassment may be subject to disciplinary action, up to and including dismissal.

f. Severe weather & disruption to public transport policy

We recognise that employees may sometimes experience problems travelling to and from work during periods of severe weather conditions or major disruptions to public transport e.g. bus/train/airline delays or strikes. Whilst we are committed to protecting the health and safety of all our employees, we must also ensure that the business and our clients are not unduly disrupted by external factors.

The purpose of this policy is to explain the responsibilities of employees in respect of attendance at work during severe weather or when there are disruptions to public transport.

We expect all employees to report for work regardless of the circumstances UNLESS previously instructed not to do so, i.e. during periods when they have been officially laid off. Employees should, therefore, make every effort to attend work in all circumstances. However, it is not our intention that employees should put themselves at unnecessary risk when trying to attend work.

When severe weather conditions occur, or where there are major disruptions to public transport, employees should take steps to obtain advice on the position from the appropriate external agencies e.g. the police, public transport information services etc., and allow extra time for their journey, making alternative travel arrangements where appropriate. Employees will still be expected to attend work on time if at all possible.

If you are unable to attend work or are going to be delayed by the weather conditions or disruptions to public transport, you must contact your line manager as soon as possible to discuss the situation.

Where we accept that employees have used their best endeavours to attend work but they are unable to do so or they are late because of the severe weather conditions or the major disruptions to public transport, the employee's line manager will discuss the options available, namely that employees may be required to:

- take the absence from work as unpaid leave; or
- take the absence from work as annual leave; or
- make the time up within 14 days of the absence occurring; or
- work from home.

If severe weather conditions or major disruptions to public transport occur during the working day, line managers will decide on a case-by-case basis whether to allow employees to leave work early.

We will base our decision on the employee's circumstances, e.g. distance from home to work, mode of transport and on the needs of the Council. If employees are sent home early, they will receive full payment for that day's work.

We are committed to ensuring, so far as is reasonably practicable, the health, safety and welfare of all our employees and this includes during severe weather conditions and where there are major disruptions to public transport. Therefore, a reasonable approach will be taken to the situation. Employees are reminded of their duty to take reasonable care of their own health and safety and that of other persons who may be affected by their acts or omissions. This includes taking extra care when travelling to and from work in severe weather conditions and allowing more time for journeys, including making alternative travel arrangements where appropriate.

We recognise that severe or adverse weather conditions particularly affects employees whose job involves working outdoors or driving.

g. Training & development policy

i) Training

We recognise that our employees are our most important asset, and as such we are committed to developing all our employees to ensure that they have the knowledge, skills and experience necessary to successfully fulfil their potential in their current role and to help them realise their career aspirations. We expect employees to appreciate that learning is a lifelong process and to relish and take advantage of development opportunities as they arise.

ii) Personal development reviews - appraisals

We will endeavour to hold annual appraisals with all our employees providing them with an opportunity to discuss their work performance, career aspirations and training needs and to discuss plans for the future in terms of work and personal goals and objectives.

h. Environmental policy

We all care about the world we live in and want to minimise our impact on the environment. All staff are encouraged to take positive steps to help keep the world a clean and healthy place to live. Some practical suggestions are listed below:

Efficient usage of paper & ink

- Think before you print - do you really need to print it?
- Halve your paper use - print double sided where possible
- Recycle wastepaper - confidential documents must be shredded but everything else can be recycled
- Save ink – does it really need to be a colour print? Avoid printing large blocks of colour or black

Efficient use of energy

- Switch off lights & heating when not in use
- Switch off computers overnight if appropriate
- Switch off car engines, instead of leaving the engine idling
- Switch off other appliances when not in use

Recycling facilities

We currently have facilities for recycling the following materials:

- Paper
- Aluminium
- Cardboard
- Plastics
- Glass
- Batteries
- Toner & ink cartridges

If you are not sure where the various collection points are, please ask your line manager.

i. Ethical policy

We follow positive ethical boundaries which mean that we will not provide services in the following areas:

- Adult/Pornography;
- Discriminatory or hateful;
- Illegal;
- Offensive/rude.

These guidelines are based on the Council's standards and views with respect to the fact that each employee has their own personal ethical views. However, it is your responsibility to maintain the Council standards in all your work for us.

If anyone is ever approached to do any work that falls within one of the categories above or which may be considered inappropriate in any way, let your line manager know and he/she will take the appropriate action. If we ever have to decline work, we will be happy to explain this to the client personally.

j. Bribery & other corrupt behaviour

We have a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as "*Giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.*"

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for the Council, or to obtain or retain an advantage in the conduct of the Council's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances, you will be subject to formal investigation under the Council's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

k. Conflict of interest

It is our normal policy not to interfere with your activities outside the hours that you are employed to work by us. However, you should not directly or indirectly engage in, or have any interest or dealings, financial or otherwise, in any other business enterprise which interferes or is likely to interfere, with the independent exercise of your judgement in the Council's best interest or that can be considered to be in competition with this Council.

Generally, a conflict of interest exists when an employee is involved in an activity which:

- provides products or services directly or indirectly in competition with those provided by this Council;
- subjects the employee to unreasonable time demands that prevents them from devoting proper attention to their responsibilities to this Council;
- operates in such a way that the employee's involvement with the outside business activity will reflect adversely on this Council.

l. Public interest disclosure - "Whistleblowing"

At all times we conduct our business with the highest standards of integrity and honesty and expect our entire staff to maintain the same standards in everything they do. Members of staff are therefore encouraged to report any wrongdoing by the Council or its staff that falls short of these business principles.

The Public Interest Disclosure Act 1998 protects staff who report wrongdoing within the workplace and the purpose of this policy is to ensure that our staff are able to tell us about any wrongdoing at work which they believe has occurred or is likely to occur.

We recognise that staff may not always feel comfortable about discussing their concerns internally, especially if they believe that the Council itself is responsible for the wrongdoing. Our aim is to ensure that employees are confident that they can raise any matters with us that concerns them in the knowledge that it will be taken seriously, treated as confidential and that no action will be taken against them.

We are committed under this procedure to investigate all reported matters and to keep the person who made the disclosure informed of the progress and results of the investigation and any action taken (subject to the Council's obligations of confidentiality to its other employees and workers).

The procedure below has been established to assist you to report your suspicions without fear of reprisals of any sort. You are therefore encouraged to use this procedure if you have any concerns at all about wrongdoing at work.

In addition to any breach of Council's rules, the following are examples of what is meant by 'wrongdoing' for the purposes of the procedure:

- A criminal offence has been committed, it is being committed or is likely to be committed;
- A person has failed, is failing or likely to fail to comply with any legal obligation to which he or she is subject;
- A miscarriage of justice has occurred, is occurring or is likely to occur;
- The health or safety of any individual has been, is being or is likely to be endangered;

- The environment has been, is being or is likely to be damaged;
- Information tending to show any matter falling within any one of the above has been, is being, or is likely to be concealed.

In addition, we wish to encourage staff to report any concerns they may have regarding suspected or actual attempts to bribe or provide backhanders.

i) *'Whistleblowing' procedure*

This is the procedure for the protected and confidential reporting of breaches of Council rules and wrongdoing or suspected or actual attempts to bribe or provide backhanders. Disclosures will be protected providing it can be demonstrated that an employee taking such action, had reasonable cause to believe that their disclosure was truly being made in the public interest.

If you believe that any breach of the Council's rules or other malpractice may have taken place, or is likely to occur in the future, you are encouraged to report your suspicions to your line manager so that the matter may be investigated and appropriate action taken. You can report your suspicions verbally or in writing and you should try to provide as much information as possible in support of your suspicions.

Your line manager will arrange to have a meeting with you to discuss your suspicions in detail. This is to enable them to consider how best to proceed. A colleague of your choice may accompany you if you so wish. If the matter requires further investigation, this will be carried out and you will be informed of the outcome of the investigation and what, if any, action has been taken.

At all times during and after the investigation, your identity will be kept confidential, unless you agree otherwise in order to further any investigation. However, it is important to realise that there may be matters that cannot be dealt with internally and external authorities will need to become involved. Where this is necessary we reserve the right to make such a referral without your consent.

If you are unhappy about the speed or conduct of the investigation or the way in which the matter has been resolved, you should refer the matter to a town clerk. When they have investigated your complaint, they will tell you the result of the investigation and what, if any, action has been taken.

You have a duty to report known breaches of the Council's rules or illegal practices and failure to do so may result in disciplinary action being taken and could be considered to be an act of gross misconduct.

We promise that no member of staff who makes a genuine report under this procedure will be subjected to any detriment as a result. In the event that you believe that you are being subjected to a detriment by any person within the town clerk, immediately and appropriate action will be taken to protect you from reprisals.

If it should become clear that the procedure has not been invoked in good faith, for example for malicious reasons or to pursue a personal grudge against another member of staff or the Council, this will constitute an act of misconduct and in some circumstances, depending on the severity of the situation, gross misconduct and will be dealt with in accordance with the Council's disciplinary procedure.

m. Business & travel expenses

It is our policy to reimburse employees for appropriate travel and business expenses incurred whilst on official Council business.

Employees who incur travel and/or other expenses in connection with Council business must prepare and submit expense claim forms detailing such expenditure. Original receipts must be submitted, not copies. The Council will pay you a mileage allowance of [45p] per mile for mileage under 10,000 miles and [25p] per mile for mileage over 10,000 miles, or such other rate as set out from time to time by HM Revenue and Customs. The Council will pay for tolls, congestion charges and parking costs incurred, where applicable.

Expenses are reimbursable only if there is a direct or associated business purpose. Personal expenses are not reimbursable by the Council, including credit card interest/late charges incurred as a result of a business trip.

When specific limitations on amount or type of expenses are not imposed, proper judgement must be used by the employee so that all expenditures are reasonable and appropriate.

Any employee required to submit expense reports must do so at least monthly. All expense reports must be signed by the employee and approved by the town clerk.

Please see our separate policy on expenses for more information.

n. Pandemic situations

The arrival of the Coronavirus in early 2020 and the disease it causes - Covid19, brought about changes to our daily working and personal lives that no-one could have imagined happening before. Everyone, including all our staff, had to adapt their working practices to ensure personal safety, enable the business to continue its operations, and to comply with Government legislation. We have to be prepared to cope with any other pandemics that may occur.

Restrictions on travel, lockdowns and social distancing may be implemented from time to time and we will always comply with Government legislation or guidance on these matters.

We will introduce an appropriate policy to deal with a pandemic situation when it arises and based on Government guidance. This could include asking staff to work from home where possible, making adjustments to the working environment, infection controls, self-isolation and shielding, restrictions on travel and job support schemes etc.

o. Home working policy

Individual requests for homeworking will depend on whether or not your work can be done from home effectively. We cannot agree to all requests because every job is different and every employee is different.

If making a request to work from home you should consider whether or not you have the necessary organisational and time-management skills; the ability to work without direct supervision; and are able to cope with the potentially conflicting demands of work and family.

This policy outlines the working arrangements that will apply when a request to work from home has been approved.

i) Pay

Employees who work from home will be paid a fixed weekly or monthly wage/ salary for a defined number of hours of work, with provision for overtime only by agreement.

ii) Hours of work

Homeworkers are to work the hours specified in their contract.

Homeworkers must ensure they take adequate rest breaks, as set out by the Working Time Regulations 1998:

- take a break of at least 20 minutes;
- ensure the time period between stopping work one day and beginning the next is not less than 11 hours; and
- have at least one complete day each week when no work is done.

iii) Equipment and materials

It is our policy that we will provide and maintain all equipment and materials necessary for you to work from home. It is your duty to ensure that proper care is taken of such equipment and materials.

iv) Telephone and internet accounts

You will pay the costs for all telephone and internet connections in your home.

v) Security

You must not allow members of your family or third parties to access or use our equipment.

Employees who work from home are responsible for keeping all documents and information associated with our business secure at all times. Please refer to our IT policy.

Further, the laptop provided by us must be used for work-related purposes only and must not be used by any other member of the family or third party at any time or for any purpose.

vi) Health and safety issues

We are legally obliged to ensure the health and safety of homeworkers in the same way as office-based staff. We are therefore required to ensure that:

- all equipment is safe;
- all articles and substances are handled and stored safely;
- an assessment of your workstation is conducted;
- information and training on the safe use of equipment, including display screen equipment, is provided; and
- relevant risk assessments are carried out.

All employees who work from home have a duty to ensure, insofar as is reasonably practicable, that they work in a safe manner and that they follow all health and safety instructions issued by us from time to time.

vii) Insurance

The homeworker is responsible for checking that all home and contents insurance policies provide adequate cover for the fact that they work from home. We will cover any extra premium incurred upon submission of the appropriate documentation.

viii) Mortgage or rental agreements

You are responsible for checking applicable mortgage or rental agreements to ensure you are permitted to work from home, and for obtaining any permissions necessary to work from home.

ix) Requests to work from home

Any employee who wishes to work from home should make the request under our flexible working procedure – refer to chapter 6 for more information.

We will arrange a meeting to discuss the feasibility of any request to work from home. It is our policy to view such requests in a positive light and we will, whenever it is possible and practicable, agree to the request.

p. Driving at work

i) Driving licence check codes

If you are required to drive either a Council vehicle or your own vehicle on Council business, you will be asked to provide sight of your driving licence photo card on at least an annual basis and on demand, in order that a photocopy can be taken.

You will also be required on demand to provide us with a driving licence check code in order that we may gain on-line access to ascertain the categories of vehicles you are legally permitted to drive, and to establish whether or not you have incurred any penalty points or been disqualified from driving.

ii) Driving offences, penalties & fines

If you are required to drive either a Council vehicle or your own vehicle for business purposes, then you must inform us if at any time you incur any driving penalties such as points being added to your licence, or you are disqualified or prohibited from driving at any time and for whatever reason. Failure to notify us about changes to the status of your driving licence may result in disciplinary proceedings being brought against you.

You will be responsible for the payment of any fines incurred whilst driving on Council business including but not solely, for parking and speeding fines. Fixed penalty notices are normally reported directly to us by the authorities. We reserve the right to pay such fixed penalty notices on your behalf and deduct the cost from your wages or salary.

iii) Vehicle care & maintenance

If using your own vehicle on Council business, or if you drive a Council vehicle on a regular basis, it is your responsibility to ensure that the vehicle is well equipped and maintained correctly, including for example that:

- tyres meet the minimum tread requirement;
- the windscreen wipers work adequately, and the washer fluid level is sufficient;
- that all lights function correctly;
- an emergency kit is available for use in case of breakdown (warning triangle and high visibility jacket etc.)

You must also remember:

- to stop and take regular breaks when driving on long journeys or at any time should you feel tired;
- not to use your mobile phone whilst driving unless you have an approved hands-free kit;
- not to drive whilst over the drink/drive limit;
- not to give lifts to unauthorised individuals if you are driving a Council vehicle of any kind;
- not to smoke in Council vehicles, including e-cigarettes and vaporizers.
- not to smoke in any vehicle (Council or private) when a passenger under the age of 18 is present.

iv) MOT certificates & business use insurance cover for personal vehicles

If you use your own vehicle on Council business, you must make sure that it is kept in a roadworthy state of repair and that if appropriate is covered by a current MOT certificate. In such cases and if relevant, you will be asked to provide sight of the vehicle's MOT certificate on at least an annual basis and when requested in order that a photocopy can be taken.

If you use your own vehicle on Council business (and this includes popping out to buy something for the Council at a local shop, going to the post office or bank etc), you must ensure that your vehicle is insured for business use. In such cases, you will be asked to provide sight of your vehicle insurance at least annually, in order that a photocopy can be taken for our records.

v) Safe driving guide

If you regularly drive on Council business, you will be provided with a copy of our Safe Driving Guide. You must read this document regularly and keep a copy of it in your vehicle at all times.

q. Family/friends relationships at work policy

The purpose of this policy is to ensure that the correct procedure is followed in order that members of staff are not open to allegations of impropriety, bias, abuse of authority, discrimination, conflict of interest or favouritism.

Where romantic/sexual relationships occur between staff, it is the responsibility of both individuals to deal appropriately with any potential conflicts of interest. It may be necessary to review the relevant reporting structure if the relationship is between a line manager and a member of their team.

Staff should take care that any financial, familial or personal relationships entered into on a consensual basis do not unfairly advantage or disadvantage any member of staff, or other individual e.g. job applicants or service providers.

Should such relationships occur then the staff affected will be expected to inform their line manager as soon as possible to ensure that the potential effects can be considered. The line manager will treat these matters in the strictest confidence at all times and will, in consultation with the staff member(s) concerned, find ways in which actual, perceived or potential conflicts of interest might be avoided.

Staff who are uncertain about whether they should take action regarding a consensual relationship are invited to seek guidance, in confidence, from the town clerk.

If staff are working in the same department or section or are in a supervisory relationship and the actual or perceived conflict of interest cannot be resolved by any other means and is interfering with the effectiveness of work, then it may be necessary to explore the possibility of moving one party to another area of work or location.

If a member of staff has a close personal or familial relationship with a job applicant, it would normally be necessary for him/her to avoid any involvement in the recruitment/selection process e.g. as a member of an interview panel or acting as a referee. External and internal applicants for job vacancies are asked to declare relevant personal relationships on appointment.

A case whereby any consensual relationship as defined in this policy, is not declared and results in an unfair advantage or disadvantage to either of the parties in the relationship, will be considered a serious matter and may lead to disciplinary proceedings.

r. CCTV policy

i) Introduction and scope

This policy sets out our approach to the use of CCTV in the workplace and how this affects employees and anyone who visits our premises including customers. The legal grounds on which we base our use of CCTV is that it is appropriate for the legitimate interests of the business.

The data controller is Sturminster Newtown Council and the data protection officer is Kate Squire, town clerk.

ii) Purpose of CCTV

Sturminster Newtown Town Council will use CCTV for the purpose of:

- ensuring the safety and security of its premises, employees and all visitors to its premises;
- assisting in the prevention or detection of a crime or the identification and prosecution of an offender or the identification of a victim or witness;
- assisting in the detection of serious misconduct by employees;
- promoting productivity and efficiency; and,
- identifying breaches of Health & Safety procedures.

We have ensured that all cameras are set up in a way that ensures there is minimal intrusion of staff privacy, and that any intrusion is fully justified.

In areas of surveillance, signs are displayed prominently declaring that CCTV is in use. If any individuals access the relevant areas, their images will be captured on CCTV.

iii) Limits on use of CCTV

CCTV cameras are located at strategic points outside of our premises, being focused so that they only cover communal or public areas.

CCTV will not be operated in toilets, private offices or changing rooms, unless this is necessary for the investigation of a serious crime or there are circumstances in which there is a serious risk to health and safety or to the operation of our business. CCTV will only be used in this way where it is a proportionate means of achieving the specific aim of the circumstances.

iv) Covert CCTV

The use of covert CCTV to record images will only ever be authorised for the investigation or detection of crime or serious misconduct. The use of covert CCTV of any kind will only be justified in circumstances where we have a reasonable suspicion that a crime or serious misconduct is taking place and where CCTV use is likely to be a proportionate means of securing evidence. Any covert audio or image recording will be strictly time limited.

v) Evidence from CCTV footage

CCTV evidence may be used against an employee in disciplinary proceedings only where such evidence tends to show, in the reasonable belief of Sturminster Newton Town Council, that the employee has been guilty of serious misconduct. The employee will be permitted to see and respond to the images in these circumstances.

vi) Storage & retention of CCTV footage

Images from CCTV footage are securely stored and only authorised personnel have access to them. This will normally be the grounds manager and the town clerk. It could also include our external HR provider, an employee's line manager and managers in the business area in which the footage is taken. However, information would normally only be shared in this way if we have reason to believe that a criminal offence or serious misconduct has occurred.

Additionally, surveillance information may also be shared with our external HR provider, law enforcement agencies, prosecution agencies such as the Crown Prosecution Service, relevant legal representatives, the fire and rescue services and insurance providers, for the purposes of detecting crime.

As the recording system records digital images, any CCTV images that are held on the hard drive of a PC or server are deleted and overwritten on a recycling basis and, in any

event, are not held for more than 28 days. Once a hard drive has reached the end of its use, it will be erased prior to disposal. Images that are stored on, or transferred onto removable media such as CDs, are erased or destroyed once the purpose of the recording is no longer relevant. In normal circumstances, this will be after a period of 28 days also. However, where a law enforcement agency is investigating a crime, or the images relate to a disciplinary offence, images may need to be retained for a longer period.

vii) Right of access to images

Anyone whose image is recorded, has a right to view those images of themselves and to be provided with copies if required. Individuals making such a request should first provide us with a photograph or description of themselves, together with the relevant time and date of the image, so that they may be easily identifiable.

Requests for images made by employees should be made using the appropriate form for making a subject access request. All other individuals who wish to request images should email the data protection officer Kate town clerk, townclerk@sturminsternewton-tc.gov.uk

Individuals requesting images of themselves will ordinarily be provided with access to such images within one month of the request, although in some cases, particularly where large amounts of data are processed, that time period may be extended to three months.

For more information please see our CCTV policy

8. Work & Family

a. Working whilst pregnant

i) *Ante-natal appointments*

Pregnant employees are entitled to request paid time off work to attend ante-natal appointments or to consult their midwife. You may be asked to provide evidence of appointments and/or that you are pregnant.

Wherever possible, you should arrange appointments outside of working hours. If this is not possible, they should be arranged for a time when disruption to the business is minimised, usually at the start or end of the working day. You should try to give us as much notice as possible of appointments.

Fathers/parents to be and/or partners of pregnant women are entitled to take time off work (unpaid) to attend a maximum of two ante-natal appointments. We may ask to see a relevant appointment card.

ii) *Risk assessment*

If you advise us that you are expecting a baby, we will carry out an expectant mother risk assessment. If your job, or any of your duties, are identified as carrying any risk for you or your unborn child you will be notified immediately and all reasonable arrangements will be made to remove you from those risks. This may mean that your working conditions are altered or that you are offered other more suitable duties for the duration of your pregnancy. If neither of these options are possible it may be necessary to suspend you on full pay until you are no longer at risk. If you unreasonably refuse suitable alternative duties which are offered to you, your right to pay if suspended in these circumstances will be lost.

If you have any concerns about your own health and safety during your pregnancy at any time you should speak to your line manager immediately.

b. Statutory maternity leave & pay (SML & SMP)

i) *Statutory maternity leave (SML)*

Employees who give birth will be entitled to take up to 52 weeks' statutory maternity leave, irrespective of their length of service or the number of hours worked each week.

The first 26 weeks is referred to as ordinary maternity leave (OML) and the following 26 weeks as additional maternity leave (AML). Employees who have given birth may not return to work during the two weeks immediately following the arrival of their child.

You are free to choose when you would like your SML to start, however, the earliest you can choose to start this is during the 11th week before the expected week of your child's birth.

SML will automatically begin earlier than the date you choose if, for example, you are absent from work because of a pregnancy related illness at any time during the four weeks before the expected week of childbirth, if you have been suspended for pregnancy related reasons, or if you give birth earlier than expected.

ii) Holiday & SML

Once you have informed us that you are expecting a baby, your line manager will discuss holiday arrangements with you. We may:

- require you to take outstanding holiday before commencing SML; or
- agree with you that you may carry the leave over and take it on return to work after SML; or,
- pay you for any holiday entitlement in excess of the 5.6 weeks' statutory minimum.

You will continue to accrue statutory and, if applicable, contractual holiday entitlement during SML and this may be carried over into the following holiday year if necessary.

Any bank or public holidays that occur whilst you are on SML, will automatically accrue and be available for use after you have returned to work and SML has ended.

iii) Statutory maternity pay (SMP)

If you have at least 26 weeks' service by the end of the 15th week before your baby is expected to arrive, you may be entitled to SMP, provided your average weekly earnings are at or above the lower earnings limit for national insurance.

SMP is normally payable for up to 39 weeks. For the first six weeks, SMP will be paid at 90% of your average weekly earnings. For the remaining 33 weeks, SMP will be paid at the lower of either the standard rate that is applicable at that time, or 90 per cent of your average gross weekly earnings. SMP is paid subject to deductions for tax and national insurance and pension contributions at the same time of the month that you are usually paid.

If your average weekly earnings fall below the standard rate, SMP will be paid at 90% of your average weekly earnings throughout. If you are not entitled to receive SMP we will notify you in writing. You may be entitled to claim Maternity Allowance instead.

iv) Enhanced maternity pay (EMP)

The Council offers enhanced maternity pay in line with the provisions of the Green book. An employee who meets the other qualifying criteria listed in this policy, and who have more than one year's continuous service at the point of the 11th week before the expected week of childbirth will be entitled to enhanced Maternity pay as follows:

- 6 weeks' leave payable at 90% of normal pay offset against SMP;
- 12 weeks' leave payable at 50% of normal pay, plus Statutory Maternity Pay at the relevant rate; (capped at 100% of normal pay) and provided the employee declares in writing she intends to return to work; and
- 21 weeks' leave payable at the relevant rate of SMP.

NB: Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis. Any reference above to SMP is replaced by any Maternity Allowance and any dependant's allowances if the employee is not eligible for SMP.

Payments made by the Council during maternity leave under the second bullet point above shall be made on the understanding that the employee will return to employment for a period of at least three months, which may be varied by the Council on good cause being shown and, in the event of the employee not doing so, they shall refund the monies paid, or such part thereof, if any, as the Council may decide.

v) Notifying us

In order to be eligible for SML and potentially SMP as well, you must notify your line manager in writing by or during the 15th week before the expected week of your baby's birth. Your notification should include the following information:

- That you are pregnant;
- The week in which your baby is due;
- The date you intend to start your maternity leave;
- The date from which, if eligible, you wish to claim SMP.

At around the 20th week of your pregnancy, you should be able to obtain a MAT B1 certificate from your G.P. or midwife. It is very important that you give us a copy of your MAT B1 certificate along with your written notification of pregnancy, as this officially confirms your expected week of childbirth. Within 28 days of receiving your certificate, we will write to you setting out your entitlements to SML and, if appropriate SMP, together with other important information about your rights during maternity leave.

You may change the date you start your SML however you must give at least 28 days' notice in writing of the new start date.

vi) During SML

You can work up to ten days during SML without losing any SMP, maternity allowance or ending your leave. These days are referred to as "keeping in touch" (KIT) days and may only be worked if both you and the Council agree. The rate of pay for your attendance at work during a KIT day will be agreed with you in advance.

In most cases you will continue to receive all your contractual benefits during SML and your normal terms and conditions of employment will continue to apply, except for those terms relating to wages and salary. You will continue to be bound by your obligations of confidentiality and loyalty.

vii) Returning to work after SML

If you would like to return to work before the end of the 52 weeks SML period, you must give your line manager at least 8 weeks' notice in writing of the date you would like to return. You do not need to give us notice if you plan on returning to work when the 52-week SML period ends. It will be assumed that you will come back to work on the date the Council has notified you as the end of your SML period.

If you return to work within or at the end of the first 26 weeks of SML, you are entitled to return to the job you were doing when SML began. If you return to work after having taken 26 weeks or more of SML, you are entitled to return to the same job you were employed to do or, if this is not reasonably practicable, to be offered a similar job on equally favourable terms and conditions.

If you ask to return to work on different terms and conditions of employment than before your SML started, (for example to return and work on a part-time basis), we will give reasonable consideration to your request and will not unreasonably refuse permission. Please see the section further on in this chapter about the right to request to work flexibly.

On your return from SML, your line manager will arrange a meeting with you to discuss any changes which have taken place during your absence. You should also feel free to raise any queries or concerns you have at the meeting.

If you decide not to return to work after SML, you should confirm this in writing and give the notice required by your contract of employment.

Similar arrangements are in place for the adoption of a child.

c. Neonatal care leave & pay (NCL & NCP)

i) General information

The Neonatal Care (Leave and Pay) Act is intended to support parents of babies who are admitted into neonatal care within 28 days of birth.

Eligible employees entitled to take neonatal care leave in addition to their other family leave entitlements such as maternity, paternity, adoption and shared parental leave. Neonatal Care Leave is a day-one right.

Statutory neonatal care pay may also be available during periods of leave, subject to meeting the relevant eligibility requirements.

ii) Eligibility for neonatal care leave (NCL)

In order to qualify for NCL the following conditions must be met:

- You must be an employee of the Council;
- At the birth of the baby, you must be the baby's parents, intended parent (in relation to surrogacy) or the partner of the baby's mother or adopter, and you must have or expect to have responsibility for raising the child (similar provisions apply in relation to adoption);
- The baby must be admitted to neonatal care within the first 28 days following birth and must remain in neonatal care for at least 7 continuous days;
- The leave must be taken to care for the baby.

A "partner" is defined as a person who lives with the baby's mother or adopter and is in an enduring family relationship with them but is not a relative (parent, grandparent, grandchild, sibling, aunt, uncle, niece or nephew).

iii) Eligibility for statutory neonatal care pay (NCP)

In order to qualify for statutory NCP, the following additional conditions must be met:

- You must have been employed by the Council for a continuous period of at least 26 weeks ending with the relevant week (the 15th week before the expected week of childbirth);
- Your average gross weekly earnings must be at least equal to the lower earnings limit for National Insurance (NI) purposes;

As a general rule, your earnings will be averaged over a period of at least 8 weeks up to and including the last payday before the end of the relevant week (the 'relevant period')

These conditions are the same as those that apply to statutory maternity pay and shared parental pay.

Statutory NCP is paid at the statutory flat rate in force at the time or 90% of your average weekly earnings, whichever is the lower.

If your baby is born before the relevant week, you will be treated as having been employed in the relevant week provided your average earnings meet the lower earnings limit. In this situation, the relevant period will be the 8 weeks ending in the week immediately before the week of birth.

iv) Amount of NCL available

Employees are entitled to take one week of NCL for each week that their baby receives neonatal care, with a week defined as a period of 7 days. The maximum amount of NCL is 12 weeks.

NCL must be taken within 68 weeks of the baby's birth (or placement in the case of adoption).

Where more than one baby requires neonatal care at the same time (for example, twins), the entitlement is based on the period of care rather than the number of babies. Where babies receive care at different times, leave may accrue separately, subject to the overall maximum of 12 weeks.

Neonatal care leave may be taken either during the period of neonatal care or following other periods of statutory family leave.

v) Types of neonatal care leave

There are two types of NCL depending on when the leave is taken.

- **Tier 1** leave applies to leave taken while the baby is receiving neonatal care and up to 7 days after discharge. Tier 1 leave may be taken in non-continuous blocks of a minimum of one week at a time.
- **Tier 2** leave applies to leave taken after the Tier 1 period has ended. Tier 2 leave must be taken in one continuous block.

vi) Notice to take NCL

The notice requirements depend on when the leave is taken.

For each week of Tier 1 leave, notice must be given before you are due to start work on the first day of absence in that week, unless it is not reasonably practicable, in which case notice should be given as soon as reasonably practicable.

For a single week of Tier 2 leave, notice must be given no later than 15 days before the first day of leave.

For two or more consecutive weeks of Tier 2 leave, notice must be given no later than 28 days before the first day of leave.

vii) Notice to claim neonatal care pay (NCP)

The notice requirements for statutory neonatal care pay follow similar principles.

For each week of pay relating to Tier 1 leave, notice must be given within 28 days of the first day of the relevant pay period, unless this is not reasonably practicable.

For Tier 2 leave, notice must be given in line with the notice requirements for the corresponding period of leave.

viii) Notification requirements

In order to take NCL and, where appropriate, claim statutory NCP, you must provide notice including:

- Your name;
- Your baby's date of birth (or date of placement/entry details if adopting);
- The start date of neonatal care;
- The date neonatal care ended (if known);
- The dates on which you wish to take leave (and pay);
- The number of weeks of NCL and NCP being requested;
- Confirmation that the leave is being taken to care for the baby;
- Confirmation that you meet the eligibility requirements.

If you give notice before neonatal care has ended, you must inform us of the end date as soon as reasonably practicable.

ix) Withdrawing or changing leave

If you have given notice to take Tier 2 leave, you may withdraw or vary that notice by giving appropriate notice in line with the original notice requirements, unless otherwise agreed.

x) Rights & obligations during NCL

During NCL, your contract of employment will continue in force except for terms relating to pay. You will continue to accrue statutory holiday entitlement and remain bound by your contractual obligations, including duties of confidentiality and good faith.

Employees will not be subject to any detriment for taking or seeking to take neonatal care leave.

xi) Returning to work after NCL

You will normally be entitled to return to the same job following a period of neonatal care leave.

Where NCL is combined with other periods of statutory family leave, your right to return will be determined in line with the applicable statutory provisions. In most cases, this will mean a return to the same role or, where this is not reasonably practicable, to a suitable alternative role on no less favourable terms.

d. Shared parental leave & pay (ShPL & ShPP)

i) General information

ShPL allows parents if they both wish and they are eligible, to share up to 50 weeks of the care (and any ShPP) of their child during the first year following birth or adoption. ShPL also enables eligible parents to take several separate periods of leave to care for their child as opposed to taking just one continuous period of absence as currently happens with statutory maternity and paternity leave.

You will need to follow a set procedure in order to formally advise the Council when and how you would like to take ShPL and ShPP and this is detailed a little further on. However, we would welcome the opportunity to informally discuss with you your initial thoughts about the possibility of taking ShPL at any time.

Parents can also refer to <http://www.gov.uk/shared-parental-leave-and-pay/eligibility> which provides an interactive calculator for employees seeking to assess their entitlement to ShPL and ShPP.

ii) Eligibility for ShPL

Section A – To be eligible to take ShPL you must:

- be the mother, father, or main adopter of the child, or the partner of the mother or main adopter (each will be referred to in this section as a parent); **OR**
- have (or share with the other parent) the main responsibility for the care of the child; **AND**
- have at least 26 weeks' continuous service at the 15th week before the expected week of birth or at the week in which the main adopter was notified of having been matched for adoption with the child (known as the 'relevant week'); **AND**
- still be working for the Council at the start of each period of ShPL.

Section B - Other parent - in addition, the other parent must:

- meet the 'employment and earnings test' and have been employed in at least 26 of the 66 weeks immediately preceding the expected week of childbirth; and
- have average weekly earnings of at least the maternity allowance threshold for any of 13 of the 66 weeks.

If the other parent meets the conditions in Section B (directly above this paragraph) but does not meet the eligibility criteria for ShPL shown in Section A, you may still be entitled to take ShPL - the main advantage being the ability to request leave in separate blocks and return to work in between.

iii) Amount & timing of ShPL

ShPL must be taken in blocks of at least one week and within a one-year period beginning with the date of the baby's birth or the child's placement for adoption.

Following the birth of a child it is compulsory that the mother takes at least two weeks' SML and this period of time is deducted from the total leave available of 52 weeks. Therefore, in the majority of cases working parents if eligible, will have the opportunity to split a maximum of 50 weeks of ShPL.

ShPL is in addition to the existing right that eligible fathers and partners have to take a maximum of two weeks' statutory paternity leave. If you wish to take statutory paternity leave you should first check if you are eligible (information later in this chapter) and take any statutory paternity leave before you take any period of ShPL.

iv) Entitlement to shared parental pay (ShPP)

In addition to the requirements regarding entitlement to ShPL outlined earlier in this chapter, if you wish to claim ShPP you must have average weekly earnings equal to or above the lower earnings limit over the eight-week period leading up to and including the 15th week before the child's expected due date or matching date in the case of adoption.

A maximum of 39 weeks' ShPP is payable, and this will be reduced by the number of weeks' statutory maternity/adoption pay or maternity allowance already taken by the mother or main adopter. ShPP is a standard weekly rate (or 90 per cent of the employee's normal weekly earnings if this is lower) which is set by Government each tax year.

v) Giving formal notice of entitlement & intention to take ShPL & ShPP

The formal notification requirements for ShPL and ShPP are very specific and detailed. You must follow the procedure as detailed below and notify us via your line manager in writing. This notification must be given at least eight weeks before you can take any period of ShPL. Please remember you can speak to your line manager at any time and informally about when and how you would like to take ShPL & ShPP before giving us formal written notice.

The written notice must contain the following information:

- Your name and the other parent's name;
- The start and end dates of any statutory or enhanced maternity/adoption leave or pay (or maternity allowance) taken in respect of the child and the total amount of ShPL available;
- The date on which the child is expected to be born and/or the actual date of birth. In the case of an adopted child, the dates which should be provided are the dates on which you were notified of having been matched with the child and the date of placement for adoption;
- The amount of ShPL and ShPP that you and your partner each intend to take. (This may be varied by a subsequent written notice signed by both parents.);
- An indication of the start and end dates of the periods of ShPL and ShPP that you intend to take. This indication is not binding and can be amended at a later date.

When giving formal notice of intention to take ShPL or ShPP, you must also provide us with a signed declaration stating:

- That you meet the conditions for entitlement to ShPL;
- The information provided is accurate; and
- That you will notify us immediately if you cease to meet the conditions for the entitlement.

Your partner must also provide a signed declaration confirming the following information:

- His or her name, address and National Insurance number;
- That they are the mother/adopter of the child or they are the father of the child or are the spouse, civil partner or partner of the mother/adopter;
- That they satisfy the 'employment earnings test' (and have been employed or been a self-employed earner in at least 26 of the 66 weeks immediately preceding the expected week of childbirth and have average weekly earnings of at least the maternity allowance threshold for any 13 of those 66 weeks);
- That they have along with the employee, the main responsibility for the child at the date of the child's birth or placement for adoption;

- That they will immediately inform the Council if s/he ceases to satisfy the employment and earnings conditions or ceases to be eligible.

vi) Notice of curtailment

At the same time that a formal written notice of entitlement and intention to take ShPL is submitted, the mother/main adopter must give us a "leave and pay curtailment notice" giving eight weeks' notice of the date on which statutory maternity/adoption leave and pay is to end.

Notice of curtailment is usually binding, but may be revoked in the following circumstances:

- If it becomes apparent that neither parent is entitled to ShPL or ShPP
- If the curtailment notice was given before the birth and is revoked within six weeks of the birth (in this case another curtailment notice can be submitted)
- If the other parent dies.

vii) Notice to take a specific period of ShPL & ShPP

Eligible employees are entitled to submit up to three periods of leave notices. A notice may ask for either one continuous period of leave or several periods of discontinuous leave, i.e. the employee is away on leave for a set number of weeks and then returns to work for a period of time before another period of leave and so on.

All requests for continuous or unbroken leave are automatically granted whilst requests for discontinuous leave have to be agreed in advance with us.

Each notice must be given at least eight weeks before the start of a period of leave, stating the dates of the leave and the dates on which ShPP will be claimed, if applicable. If the first period of leave notice is given prior to the birth of a child, it may express the start date in relation to the date of birth, for example "starting two weeks after the baby is born for a period of four weeks".

Requests for ShPL which are not made in accordance with the statutory notification requirements will be given reasonable consideration but may not necessarily be granted.

ShPL must be taken in blocks of at least one week. It can only be taken in complete weeks but may begin on any day of the week.

If a leave pattern is refused, you may withdraw it within 15 days of giving the notification or alternatively you may take the leave in a single continuous block. It may be that there is an alternative pattern of leave which can be agreed. Your line manager will confirm the decision in writing. If you choose to withdraw your request under these circumstances, it will not count as one of the three requests you are entitled to make.

viii) Varying a period of ShPL

You are entitled to submit a request to vary a period of ShPL in the following ways:

- To vary the start or end date as long as the variation is requested at least eight weeks before the original start date and the new start date;
- To vary or cancel the amount of leave requested at least eight weeks before the original start date;
- To request that a single period of leave becomes a discontinuous period of leave, or vice versa.

A variation will count as one of your three 'periods of leave' notices unless:

- it is made as a result of the child being born earlier or later than the expected week of childbirth;
- we have requested the variation;
- We have agreed to accept more than three period of leave notices.

The usual eight-week notice requirement may be modified if your child is born early and the new start date for the period of leave is the same length of time following the birth as in the original notice. In this case notice to vary the start date should be given as soon as reasonably practicable after the birth of the child.

ix) Evidence requirements

We are entitled to request a copy of the child's birth certificate and the name and address of your partner's employer.

In the case of adoption, we may request the name and address of your partner's employer, along with evidence confirming the following:

- The name and address of the adoption agency;
- The date that the main adopter was notified of having been matched for adoption with the child;
- The date on which the adoption agency expects to place the child.

We will make any such request within 14 days of receiving your notice of entitlement and intention to take ShPL and ShPP. You must respond to the request for evidence within 14 days (or within 14 days of the birth of the child if our request was made before the child was born).

If a birth certificate has not yet been issued, you must sign a declaration stating that fact along with the date and location of the child's birth. If your partner is not employed this must also be declared.

x) Keeping in touch during periods of ShPL

You may be asked and agree to attend work on occasional days during any periods of ShPL. These days can be used for many purposes including training, to attend department meetings, or just for keeping in touch and are known as SPLIT ("shared parental leave in touch") days.

You may work for up to 20 SPLIT days without bringing a ShPL period to an end, but none of the SPLIT days you work will extend a period of ShPL.

If you do work, you will be paid your normal rate of pay which, if appropriate, will be calculated by topping up any ShPP payment you receive to match the equivalent of your normal pay rate. You are under no obligation to work during a period of ShPL, and the Council is under no obligation to offer work.

The 20 SPLIT days available during ShPL are in addition to the 10 KIT days available during statutory maternity and adoption leave.

xi) Terms and conditions of employment during ShPL

You will continue to receive your usual contractual benefits during all periods of ShPL apart from remuneration. Holiday entitlement continues to accrue whilst you are on ShPL.

xii) Returning from ShPL

If you wish to return early from a period of ShPL, or extend the period of ShPL, you must notify us at least eight weeks before both the original end date and the new end date.

If you return to work immediately after a period of ShPL which (together with any statutory maternity/adoption leave you may have taken to care for the same child) was 26 weeks or less, you will return to work in the same job that you left.

If you return to work from a period of ShPL which (together with any statutory maternity/ adoption leave you may have taken to care for the same child) was 26 weeks or more, you will normally be entitled to return to the job in which you were employed before your absence. If that is not reasonably practicable, then you will return to another job which is both suitable and appropriate in the circumstances.

The right to return means that you return on terms and conditions no less favourable than those that would have been applied if you had not been absent and with the same level of seniority, pension rights and other similar rights.

e. Statutory paternity leave & pay (SPL & SPP)

i) Statutory paternity leave (SPL)

From April 2026, statutory paternity leave is a day one right. This means that eligible employees are entitled to take paternity leave from the start of their employment and no minimum period of continuous service is required.

SPL is a maximum of two weeks' leave following the birth of a baby, or the placement of a child for adoption, taken in order to support the mother or care for the new/adopted child. It can be taken as two consecutive weeks or two non-consecutive weeks, however it cannot be taken as separate, individual days.

SPL must be taken within 52 weeks of the birth or the placement of the child for adoption, and before any period of ShPL is taken. If the baby is born earlier than expected, it must be taken within a year from the date the baby was due.

ii) Eligibility for SPL

You will be eligible to take SPL if you:

- are employed by us; **AND**
- will be fully involved in the child's upbringing and are taking the time off to support the mother or care for the baby.

You must also be either the:

- biological father of the child;
- mother's husband or partner (including same-sex relationships);
- child's adopter or the partner of the adopter.

iii) Claiming entitlement to SPL

To take SPL, you must notify us that you intend to do so. In most cases, this notification must be done by the end of the 15th week before the expected week of childbirth.

However, if you become eligible for SPL under the April 2026 changes and the expected week of childbirth falls between 5 April 2026 and 25 July 2026, you may give a shorter notice period of at least 28 days.

You will need to complete Paternity Form A and send this to us. The form is available from the town clerk.

iv) Telling us when you'd like to take SPL

You must give us a minimum of 28 days' notice of the date or dates on which you would like your SPL to start. You will also need to tell us your baby's due date and whether you would like to take one week, two consecutive weeks or two separate weeks of SPL.

You should use Paternity Form B to tell us how and when you would like to take SPL. The form is available from the town clerk.

v) Rights & entitlements during SPL

During SPL you are entitled to all of your normal contractual terms and conditions as if you were not absent, apart from basic wages and salary. You will continue to accrue holiday entitlement. You have the right to return to exactly the same job, on the same terms and conditions after a period of SPL.

vi) Statutory paternity pay (SPP)

To qualify for SPP, you must have been employed by us for at least 26 weeks by the end of the 15th week before the expected week of childbirth (or matching week in adoption cases) and your average weekly earnings must meet the minimum level set by law.

SPP is payable for up to two weeks (either as one block or two separate weeks), provided you meet the statutory eligibility requirements. It is paid at a fixed rate per week (determined in legislation) or 90% of average earnings if that is less. It is paid subject to tax and National Insurance contributions in the normal way.

vii) Antenatal appointments

Fathers/parents to be and/or partners of pregnant women are entitled to take time off work (unpaid) to attend a maximum of two antenatal appointments. We may ask to see a relevant appointment card.

f. Right to request to work flexibly

Employees are entitled to make a request to work flexibly, whatever length of service they have. You may make a maximum of two requests to work flexibly in a twelve-month period. You will still need to complete a form to register your request to work flexibly and this will still be available from your line manager.

i) Types of flexible working

There are many different types of flexible working, the main ones being:

- Job sharing – where two people do one job and split the hours
- Working from home – instead of working in the usual work place every or some days of the week
- Part time – working less than full time hours usually by reducing hours and/or days worked each week
- Compressed hours – working full times hours but over fewer days
- Flexitime – when the employee chooses when to start and end work within agreed limits but works certain core hours
- Annualised hours – when the employee has to work a certain number of hours over the course of a year, but they have some flexibility about when they work.
- Staggered hours – when the employee has different start, finish and break times from other workers
- Phased retirement – The default retirement age has been phased out and workers may choose to reduce their hours as they move towards retirement

ii) How your request to work flexibly will be dealt with

If we are happy to accept your request without further discussion, we will write to you normally within 10 working days of receipt of your request confirming the new arrangements, including how this may affect your pay, holiday and other benefits. Providing you are eligible to make a request to work flexibly, then we will always give your request consideration; we will never reject a request without having first consulted with you, as for example, we may need more information in order to fully understand and consider your request or we may wish to see if a compromise could be found that works for both you and the Council.

If we think it would be helpful to meet with you to discuss your request to work flexibly in more detail, we will usually arrange for a meeting to take place within 10 working days. Once we have met with you, we will usually notify you of our decision within a further 5 working days.

While there is no legal entitlement for you to bring along a companion to this type of meeting, we will normally allow you to be accompanied by a work colleague, trade union representative/official. When we write to you following a meeting to discuss a request you have made to work flexibly, we may accept the request and establish a start date and any other action; confirm a compromise discussed at the meeting or reject the request entirely.

If your request to work flexibly is approved, the variation to your terms and conditions of employment will usually be permanent unless your request was only for a temporary change to your working arrangements, or we both agree a trial period would be a good idea.

Whilst we are not legally obliged to provide an appeal process, we believe it is only fair to do this. If your application to work flexibly is rejected, you will therefore be entitled to appeal. You will need to put your appeal in writing to the town clerk and clearly set out the reason(s) you wish to appeal. Appeal meetings will usually be within 10 working days of an eligible appeal being received and an outcome provided where possible within a further 5 working days, which marks the end of the appeals process.

g. Family emergencies – Time off for dependants

As soon as your employment with us begins, you are legally entitled to take a reasonable (i.e. short) amount of time off work to deal with certain emergencies involving certain dependants. This leave is called “time off for dependants” and can be taken, for example to:

- assist a dependant who is ill, gives birth or is injured;
- arrange care for a dependant who is ill or injured or to assist when existing arrangements break down;
- make arrangements following the death of a dependant;
- care for a dependant child if they are unwell and cannot go to school or nursery;
- deal with an incident involving your child during school hours.

A dependant can be your child, spouse, civil partner or parent. It can also include someone who lives in your household, or who reasonably relies on you, such as an elderly relative.

There is no entitlement to be paid when taking time off for dependants, however if we choose to pay you, this will not be a contractual right, it will be entirely at our discretion.

If you need to take time off for a dependant, you must inform your line manager in the same way as you would report sickness absence, including why you need to take the time off and how much time you will need.

h. Carer’s leave

i) Introduction

Employees have a statutory right to take up to one week’s unpaid carer’s leave in each leave year to care for a dependant. This is a day one right and applies from the start of employment.

A “dependant” has the same meaning as set out in the section on Time off for Dependants above. The entitlement to one week’s leave applies in total each year, regardless of the number of dependants an employee has.

Carer’s leave is intended to allow you to provide or arrange care for a dependant with a long-term care need. A long-term care need is defined as an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months, a disability as defined by the Equality Act 2010, or care needs arising from old age.

Carer’s leave should not be used for short-term or emergency situations. In these circumstances, you should use other types of leave, such as Time off for Dependants or annual leave.

ii) Requesting carer's leave

Carer's leave may be taken in periods of half a working day or more and does not need to be taken consecutively.

You must give notice which is either twice the length of time being requested or three working days, whichever is longer. You must also confirm that you wish to take carer's leave and the date(s) or part day(s) requested.

We may ask you to complete and sign a declaration that you meet the legal definition of a carer and that the leave will be used for that purpose.

iii) Postponements

We will always try to grant requests for carer's leave. However, we may ask you to postpone your request where we reasonably believe that your absence would unduly disrupt the operation of the business.

If we ask you to postpone your leave, we will confirm this in writing within 7 days of your request, explaining the reasons and suggesting alternative dates. In all cases, you will be able to take the leave within one month of the dates originally requested.

i. Parental leave (unpaid)

If you have, or expect to have, formal parental responsibility for a child, you are entitled if you wish, to take unpaid parental leave to care for that child. From April 2026, there is no minimum length of service required to qualify for parental leave.

The entitlement to parental leave is currently a total of 18 weeks' leave for each child. This can be taken at any time up to the child's 18th birthday. The same entitlement applies to adoptive parents.

Up to four weeks' parental leave may be taken in respect of each child, in any one year, normally in blocks of one week or more. Both parents may take parental leave for each child, provided the child meets the age requirement set out above. Parental leave cannot be taken in blocks of less than one week, unless the child is disabled.

If you wish to take parental leave, you must give your line manager at least 21 days' notice of the dates you would like the leave to start and finish.

We may postpone a period of parental leave where your absence would unduly disrupt the operation of the business (for example, during a particularly busy period or where other staff are already on leave). In such cases, we will discuss the situation with you and agree alternative dates.

During parental leave, you must not work for another employer or undertake activities that are inconsistent with the purpose of the leave.

At the end of a period of parental leave, you will normally have the right to return to the same role you held before the leave. If you have taken more than four consecutive weeks' parental leave, you will be entitled to return to the same role or, if that is not reasonably practicable, to a similar role on no less favourable terms and conditions.

j. Statutory parental bereavement leave & pay (SPBL & SPBP)

i) Introduction

We recognise that, while dealing with any bereavement is difficult, the death of a child is among the most devastating events that an employee can ever face. This policy sets out our commitment to supporting bereaved parents through their grief by ensuring they can take parental bereavement leave.

This policy applies to employees who suffer the loss of a child under the age of 18. It also includes parents who suffer a stillbirth after 24 weeks of pregnancy.

ii) Who can take SPBL?

Whatever your length of service, you can take this type of leave if you are the parent of the child who has passed away, or the partner of the child's parent. In general, you can take this type of leave if you have parental responsibility for the child. This includes adoptive parents.

If you have suffered a bereavement but are unsure if you are entitled to SPBL, please ask your line manager for clarification.

iii) How much SPBL can a bereaved parent take?

You can take a total of two weeks of SPBL. You can take the leave as:

- a single block of two weeks; or
- two separate blocks of one week at different times.

You cannot take SPBL as individual days.

You can take the leave at the time(s) you choose within the 56 weeks after your bereavement. You might choose, for example, to take it at a particularly difficult time such as your child's birthday.

If you have lost more than one child, you have a separate entitlement to SPBL for each child who has passed away.

iv) Notice to take SPBL

If you need to take SPBL within the first 56 days after your bereavement, you can take the leave straight away. You do not have to provide any notice. Please let your line manager know, no later than the time you are due to start work on the first day on which you wish to take leave or, if that is not feasible, as soon as you can.

To take leave more than 56 days after your bereavement, please give your line manager at least one week's notice.

v) Changing your mind about taking SPBL

You can cancel your planned leave and take it at a different time (within the 56 weeks after your bereavement). Where your planned leave was due to begin during the first 56 days after your bereavement, please let your line manager know you no longer wish to take it, before your normal start time of the first day of the planned leave.

Where your leave was due to begin more than 56 days after your bereavement, please let your line manager know at least one week in advance that you wish to cancel it.

You cannot cancel any week of SPBL that has already begun.

vi) Statutory parental bereavement pay (SPBP)

To be eligible to receive SPBP, you must have:

- at least 26 weeks' continuous employment with us by the week before the one in which your child passed away (and still be employed by us on the date of the bereavement); and
- normal weekly earnings in the eight weeks up to the week before your bereavement of at least the lower earnings limit for national insurance contribution purposes.

If you are unsure if you are entitled to SPBP, please speak to your line manager.

If you qualify for SPBP, you will be paid during your leave at the rate set by the Government, or at 90% of your average weekly earnings where this figure is lower. If you are not eligible, your leave will be unpaid.

You need to give us notice of the weeks for which you wish to claim SPBP and a form is available for this purpose from your line manager. You must normally sign and return the form to your line manager within 28 days of the first day for which you are claiming. However, if that is not possible, please sign and return the form as soon as you can.

vii) Rights during SPBL

During your leave, all the terms and conditions of your employment will continue. This means that all other benefits will remain in place, for example holiday entitlement will continue to accrue and pension contributions will continue to be paid.

viii) Returning to work after SPBL

When you return to work after some time on SPBL, you generally have the right to return to the same job. However, a slightly different rule applies if you return from time on SPBL that follows on immediately from some maternity, paternity, shared parental or adoption leave (taken in relation to the child who has passed away), and your total time on leave is more than 26 weeks.

In these circumstances, you have the right to return to the same job, unless this is not reasonably practical – in which case you have the right to return to a suitable and appropriate job on the same terms and conditions. This rule also applies if your leave includes more than four weeks of ordinary parental leave (taken in relation to any child), regardless of the total length of the leave.

If you are taking SPBL but are unsure where you stand on your return, please contact your line manager for clarification.

k. Compassionate leave

In the event an employee suffers a bereavement in their family, the Council will exercise its discretion to allow reasonable time off to attend a funeral. What is reasonable will be determined on a case by case basis and the type of leave, whether paid or unpaid, will depend on the circumstances and the relationship the employee had with the individual.

In addition, there may be occasions where it may be necessary for an employee to take compassionate leave. Again, this will be considered on a case by case basis and dependant on circumstances, may be paid or unpaid.

An employee will not be eligible to receive paid bereavement or compassionate time-off benefits while off, or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

For these purposes, a very close relative is defined as a:

- son or daughter;
- parent or grandparent
- spouse or civil partner;
- grandchild;
- sister or brother.

If you wish to attend the funeral of someone who does not fall into the "very close relative" category, please speak to you line manager who will make the decision as to whether this time will be paid or unpaid, including whether it should be taken as holiday or if the time should be made up at a later date.

9. Security & Confidentiality

a. General information

The following policies form the foundation for the protection of business and its assets in terms of security and confidentiality. It is vital that all our employees understand and abide by these policies.

b. Confidentiality

During the course of your employment with us you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. You have a duty of confidentiality to the Council, and you must not discuss any Council sensitive or confidential matter whatsoever with any outside organisation including the media. More information concerning confidentiality and how it impacts on your terms and conditions of employment are given in your individual Contract of Employment. The Council is registered with the Information Commissioner as a controller/processor of personal and sensitive data.

Confidential data must be locked away when not in use and any room where access to confidential data is possible must be locked when unattended. All confidential paper waste should be shredded.

The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment, you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

Any such breach of confidentiality will be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

c. Council premises, property & security

Security of the business is of paramount importance to us. We therefore have in place standards of behaviour and practice designed to minimise any such risks. Any employees in breach of this policy will be subject to disciplinary action. In the case of serious financial loss to the Council, a serious breach in the trust and confidence that needs to exist between employer and employee, or actions which have brought the name of the Council into serious disrepute and/or have harmed its public reputation, the likely sanction would be dismissal on the grounds of gross misconduct.

You and all our employees are required to take due care of the Council's premises, property and belongings including machinery, furniture, stock, and equipment. Such belongings are not to be used for private purposes or removed from our premises unless expressly authorised by your line manager.

We reserve the right to deduct monies from an employee's pay to cover the cost of lost, damaged property or equipment caused by that employee's own negligence or misconduct.

You must not bring any unauthorised person on to our premises without prior agreement from your line manager, unless you are authorised to do so as part of your job. In these circumstances, you are responsible for ensuring that your visitors are appropriately monitored during their stay, and that they do not access areas of our premises inappropriately.

Our photocopying and postal facilities must not be used for private purposes without prior permission from your line manager. If, for any reason, personal use is made of these items then arrangements must be made to repay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

d. Personal property & deliveries

i) Personal property

You are strongly advised not to bring any valuable personal items to work or to leave any valuables unattended, either on our premises, in our vehicles or in your own vehicle whilst you are at work. Any personal property left on our premises or in our vehicles is entirely at your own risk. We do not accept responsibility or liability for loss or damage to any personal property including vehicles, whatsoever.

Information regarding lost property should immediately be reported to your line manager. Similarly, any item that is discovered whose ownership is unknown, should be handed in to a manager whilst attempts are made to discover who it belongs to.

ii) Personal deliveries

All mail including parcels addressed to individual employees, which are delivered to our premises may be opened by a senior manager. Prior permission must be obtained from your line manager if you wish to have mail sent to you care of our address.

e. Right of search

We reserve the right to conduct random searches of your person, bag(s) and parcels, clothing, property and belongings, personal or Council vehicle whilst on our premises, or engaged on our business. Where such random checks are conducted, care will be taken to ensure that a work colleague accompanies you at the time of the search. In such circumstances you will be asked to remove the contents of pockets, bags, parcels, vehicles etc. The random aspect of such checks, by definition, does not imply suspicion against the individual concerned.

In the event of an employee refusing to give consent for their belongings etc to be searched, the Police may be asked to attend and/or reasonable assumptions will be made on the information available.

f. Data protection & UK GDPR

iii) General information

The UK General Data Protection Regulation 2018 (GDPR) and the Data Protection Act 2018 is designed to enable individuals to better control their personal data.

We are committed to full compliance with the requirements of the UK GDPR which impacts on both those who work for us, as well as others such as job applicants, customers and third parties we may work with.

iv) Privacy notices for employees

We provide all employees and other relevant personnel with a separate document known as a privacy notice when they join us. The privacy notice sets out the following information:

- The type of information (personal and personal sensitive data etc) that we collect and process about you, e.g. your name, address, date of birth, bank account details, work history, health matters etc;
- How that data is obtained, e.g. during the recruitment process, on an application form or from a recruitment agency;
- The legal reasons why we need this data and what we will do with it, e.g. because we have to comply with certain legislation, or because we need the information in order to meet the obligations of your employment contract with you, or so that we can pursue our legitimate business interests etc.
- If relevant, who we will share your data with including if it will be transferred outside the EEA, e.g. we may have to share some of your personal data with third parties such as payroll providers, pension companies, benefit providers or parent companies, some of which may be outside the EEA;
- How we will protect your data e.g. what steps we are taking to remove and reduce any risk of your personal data being obtained by those who are not entitled to access it;
- How long we will keep your data e.g. retention periods for certain types of documents;
- Whether or not any of our employment related decisions are achieved by means of automated decision making.

The privacy notice will also set out your rights as an individual (e.g. as a data subject) and what you should do if you would like to exercise any of these rights. In brief and in general, your rights as a data subject are as follows:

- Access and obtain a copy of personal data that is held about you upon request;
- Require incorrect or incomplete personal data to be changed;
- Require your personal data to be deleted or to have the processing of that data stopped;
- Object to your personal data being processed if the person or organisation who is processing it is relying on its legitimate business interests as the legal grounds for processing it;
- Ask for processing of your personal data to stop temporarily if that data is inaccurate or there is a dispute about whether your interests override the other party's legitimate grounds for processing data.

We will ask you to sign a copy of the privacy notice that we give to you, and you will be provided with a copy to keep for your own records.

v) *Employee personal data consent form*

We will always ask for your consent before using your personal data and or image in any of our marketing materials, on our website, on social media and on internal systems. If appropriate, when you join the Council and then periodically thereafter, we will ask you to complete an Employee Personal Data Form which will allow you to decline or approve requests we may make in this respect. If at any time you wish to change your mind about any of the consents you have given, please tell your line manager. A copy of your completed consent form can be obtained from the town clerk.

vi) *UK GDPR compliant data protection policies*

We have several very important policies relating to data protection which support and provide more detail in relation to the privacy notices we supply to those who work for us, who apply to work for us, who are our customers or others with whom we have business relationships.

1. An Employee Data Protection Policy in relation to our employees and those who work for us, which supports the privacy notices we provide to employees and workers and sets out the steps and procedures we will follow internally when dealing with their personal data. It applies equally to all staff and especially those who have access to any employee personal data, such as Directors, senior managers, staff who deal with HR matters or process payroll for example, as well as informing employees about how their personal data will be processed.
2. A Data Retention Policy which sets out in detail the length of time we will keep certain types of personal data before it is erased or deleted. This document also contains important information regarding technical and organisational measures to ensure the security of personal data.

We will provide you with either access to, or copies of, these key policies and it is mandatory that you read them as soon as they are given to you and regularly thereafter, that you understand them, or ask questions if you do not, and that you always follow the procedures set out within them. We will also provide you with training on the requirements of the UK GDPR.

If you are ever in doubt about anything to do with data protection, data privacy or personal, sensitive or criminal data, or believe there has been a data breach, you must immediately inform our Data Protection Officer who is the town clerk.

g. IT, computer & internet usage & email

i) *Systems security & IT policy*

This policy shall apply to anyone utilising our internet access systems, whether they do so on or away from our premises (e.g. remotely) whether they are employees or authorised users accessing our services.

All information created, sent, or received via our computers, mobiles, networks, internet access, and/or e-mail systems are the property of this Council. We reserve the right to:

- monitor, filter, access and/or review at any time, all internet utilisation via our internet, email and computer facilities; and,
- monitor, access and/or review at any time, all computer files, telephone calls, emails and hard copy files; and
- reveal the contents of such e-mails, telephone calls, computer or hard copy files, internet access to any party that we deem appropriate.

The use of encryption, the labelling of a communication as private, the deletion of an e-mail, or any other such process or action, shall not diminish our rights in any manner. Monitoring will take place without prior notification to the individual(s) concerned. Employees are therefore advised not to keep any personal files/messages on our systems.

You must not access or modify our computer systems nor install any software or programs, except when written permission has been obtained from the town clerk. Additionally, media storage devices such as flash drives and memory sticks are not to be used under any circumstances without first being put through an approved virus test and permission being granted by the town clerk. Password controls, audit checks and anti-virus systems are constantly in use.

Additionally, you must not connect any computer or associated hardware that is not the property of this Council (e.g. personal laptops, iPads etc) to our network, without having first obtained the explicit approval of your line manager or the Town clerk.

Each employee is responsible for the security of their own work computer and must not allow it to be used by an unauthorised person.

It is not permitted to make use of loopholes in internet, or websites security systems to access, damage or alter any files held on any computer or website (according to the Computer Misuse Act).

Any employee who breaches any part of this policy will likely be subject to disciplinary proceedings, with the breach potentially viewed as gross misconduct. This policy is in place in order to:

- ensure compliance with General Data Protection Regulation (GDPR);
- ensure only authorised and licensed computer software is installed;
- maintain a virus free environment;
- ensure no illegal act is committed by any employee in relation to misuse of email or the internet;
- ensure no libellous or defamatory information is transmitted.

ii) Use of laptops

Our laptops may be used for email/internet use without being connected to the Council's server. Software to allow such access should not be self-loaded and all of this IT policy applies to the use of laptops. Users have a duty to report the following to us:

- Suspect emails/email attachments;
- Obscene/illegal material found on a PC or records of obscene/illegal web sites visited;
- Persistent use of the Internet for personal reasons;
- Downloading of illegal material.

iii) Use of the internet

Our rules regarding appropriate usage of email and the internet are set out in the following sections. **In particular, you must not:**

- use our IT network, facilities or equipment for anything other than work related to this business and your job role, without the express permission of the town clerk having first been obtained. Our IT facilities must not be used for work of undeclared financial benefit to employees or for the transmission of unsolicited commercial material.
- reveal passwords for access to the system as they are confidential, with the exception that they must be revealed to the town clerk upon demand.
- hesitate in informing the town clerk immediately, if you become aware of any breach of our IT policy or you believe an unauthorised person may have gained access to your passwords.
- play games on our IT system, or individual computers or phones/portable devices.
- load or place onto any computer belonging to us, any software, disks, flash drives or USBs without first having obtained authorisation from the Town clerk.
- hesitate to inform the Town clerk immediately, if you discover or suspect a computer virus and/or corrupted information is affecting or has infected our systems.
- access the internet, using our systems or equipment, if this is not part of your normal job role, without first obtaining permission from your line manager.
- charge e-cigarettes or other personal devices such as cooling fans, lights etc., using the USB connectivity of our computers or laptops.
- download data, lists or any information from any of our clients' systems onto any disc, memory stick or other non-Council equipment.
- fail to delete all confidential information from any re-usable material or electronic sources and destroy all other documents and tangible items which contain or refer to any confidential information relevant to this Council and which are in your possession or under your control, if the town clerk requests you to do so at any time.
- deliberately access, create, store, or distribute offensive, obscene or indecent material from the internet, such as pornography, defamatory, racist or sexist material, violent images, incitement to criminal behaviour etc. This includes the generation, or distribution of material which is offensive to, or ridicules other employees.
- engage in activities online or using our systems or equipment which are illegal or which might contribute to the commission of an illegal act.
- engage in any online transaction purporting to represent us when you have not been expressly authorised to do so by your line manager or a town clerk of this Council.

- access, store or distribute material such that the copyright of another person or Council is infringed.
- attempt to gain or gain deliberate access to facilities or services accessible via local or national networks or access, store or distribute programmes designed to facilitate such access.
- gain unauthorised access to, or violate the privacy of other peoples' files, corrupt or destroy other peoples' data or disrupt the work of other people.
- send electronic mail (email) which is irresponsible, or likely to cause offence, nor use network messaging without permission. "Irresponsible" use includes unsolicited postings to large numbers of people of indiscriminate postings.
- engage in activities which waste resources (your own or other people's time, networks or computers), or which are liable to cause a disruption or denial of service to other users. This includes the following:
 - Introduction of viruses into computer systems;
 - Use of internet relay chat facilities;
 - Use of peer-to-peer networking products;
 - Use of internet TV, radio or similar streamed media services;
 - Use of social networks such as Facebook, Twitter, LinkedIn and YouTube
 - Use of our IT systems to keep a personal blog.

We will hold individual employees personally liable if they or their customers suffer any loss or damage to its reputation as a result of any breach of these conditions.

We are guardians of considerable amounts of sensitive data and it is vital for our business integrity that care is taken to safeguard both the information and the database systems themselves.

Any employee who breaches any part of this policy will be subject to disciplinary proceedings, with the breach potentially viewed as gross misconduct.

iv) Remote access

Employees may, if specifically authorised, remotely access Council emails addressed to them by logging on to the system using their password. All passwords must be kept confidential and not divulged to anyone outside of the Council. Remote access can be withdrawn at any time at our discretion.

In particular, remote access will likely be withdrawn in the following instances: once an employee has been given or served notice to end employment, or in instances of long-term absence (in excess of 2 weeks) from work.

v) Copyright

The Council licences the use of software from a variety of outside companies, such as Microsoft, sage. We do not own this software or its related documentation and, unless authorised by the software developer, do not have the right to reproduce it except under the rights allowed by the licence holder or as directed under the copyright law.

With regard to use on local area networks or on multiple machines, employees shall use the software only in accordance with the licence agreement.

Employees learning of any misuse of software, or related documentation, within the organisation shall notify their line manager immediately. Failure to do so may be taken as participation in the misuse.

We do not condone the illegal duplication of software. Employees who make, acquire or use unauthorised copies of purchased, leased or customer supplied computer software will be disciplined as appropriate under the circumstances, which may include termination of employment.

vi) Email code of conduct

The use of email has revolutionised the way in which we communicate with employees, our clients and the wider world. However, e-mail can lead to poorer communication if it is abused and misapplied. Our intention in using email is to provide an improved channel of communication with all our customers and our employees.

E-mail is not a substitute for face-to-face, or even telephone communication. We use many different techniques during face-to-face communication (e.g. body language, facial expression, tone, pitch, etc.) that cannot be employed within an electronic message. Care must be taken in the construction of an e-mail message so that its contents cannot be misinterpreted, particularly in the absence of a tone of voice. Caution must also be taken when using e-mail as it is easy to send. Once the send command has been given, the message cannot be stopped.

All emails sent outside of the Council should include a suitable confidentiality notice. The sending of emails which would be considered immoral or cause offence or harassment is not allowed at any time and will lead to disciplinary action. Information that may be regarded by a client or third party as confidential or sensitive, should not be sent out by email without first obtaining the authority of the recipient. In particular, you should ensure that information transmitted or accessed via email or the internet will not bring the name of the Council into disrepute nor allow confidential information to pass into unauthorised possession. If this occurs it would be viewed as a very serious act of misconduct, which could result in your dismissal.

Key procedures regarding the use of emails are as follows:

- Ensure no libellous or defamatory information is transmitted.
- The sending of e-mails is restricted to business use only.
- You must not forward or take part in promoting electronic chain letters or junk mail.
- Avoid downloading and opening suspicious attachments or emails particularly if they originate from sources you do not recognise.
- Think carefully about who you need to include when sending an email. Only include those people who really need to receive the message.
- When attaching files to a message keep them small and remember that email is not the medium to use for very high-resolution graphics. Ask the town clerk for help if you do not understand how to compress (zip) a file to reduce its size before sending. In addition, do not attach files that have hidden confidential information (e.g. base cost calculations you may have used to generate a quote). Software exists that can reveal this hidden data.
- Remember that emails can be read by third parties including the police force; that it can be used in evidence and that it can create binding contracts.
- Make sure the content of your emails are factually correct and non-defamatory.
- You must not send e-mail using a mail client (i.e. software) that has been installed for another employee (i.e. someone else will appear to be the sender) unless authorised to do so. You must take adequate precautions to prevent this (e.g. ensure that PCs are not left switched on and unattended for long periods of

time. PCs must be locked when you are away from your desk for any length of time.)

h. Social media policy

We strictly prohibit 'blogging' and the use of non-work-related social networking sites such as 'Facebook' during working hours (with sole exception of networking sites agreed in advance with the town clerk and used for the specific purposes of business networking). Specifically, you should never post your views on any websites as representing our views without the express and prior consent of the Town clerk. In addition, you must not post derogatory comments, photos or videos or anything that could harm the image and reputation of the Council, our employees, products, or services on your personal blog or in any other forum including social media platforms i.e. Facebook, Instagram, Twitter etc.

If you need to access social media sites as part of your job role, please ensure that you do so through our official accounts with these sites.

As might be expected, it is expressly forbidden for any employee to make or post any comments about our clients on social media, including posting photos or videos, without the prior permission of the Town clerk. Additionally, you must not post comments, photos or videos about sensitive business-related topics such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media unless expressly authorised to do so by us.

Most employees may choose to have a personal profile on LinkedIn. If you decide to have a personal profile on this site, we would ask that you adopt a uniform approach to the description of our Council, your job title and job description.

Social media must never be used in a way that breaches any of our policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum.

For example, you are prohibited from using social media to:

- breach our communication systems policies;
- breach our obligations with respect to the rules of relevant regulatory bodies;
- breach any obligations contained in those policies relating to confidentiality;
- breach our Disciplinary Policy or procedures;
- harass or bully other staff in any way;
- unlawfully discriminate against other staff or third parties OR breach the Equality Act 2010;
- breach the GDPR including our own data protection policy (for example, never disclose personal information about a colleague online); or
- breach any other laws or regulatory requirements.

You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal e-mail address.

You must never provide references of any kind for other employees on social or professional networking sites.

Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.

If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of your employer, unless you are authorised to speak on our behalf. You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.

If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with your line manager or a town clerk.

If you see social media content that disparages or reflects poorly on us, you should contact the town clerk, immediately.

Failure to observe our social media policy will be considered a disciplinary offence which could result in dismissal.

i. Comments to the press & other media

If you are ever contacted for a statement by a member of the press or related media, such as TV or radio stations or journalists, you must not give any comment yourself but instead direct the enquirer to the town clerk immediately.

10. Health & Safety

a. General information

We are committed to a high standard of health and safety and will ensure, so far as is reasonably practical, the prevention of injury and ill health in the workplace. We will provide safe and healthy working conditions for our employees and other people working under our control and will ensure that the conduct of our work does not endanger the employees of others, or members of the public.

We recognise and accept our responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of our employees, and of other persons who may be affected by our activities.

Health & Safety at Work Posters are displayed in the office, workshop and unit 2.

Health and Safety guidance is given to all new employees upon joining the Council and regular refresher sessions are held for existing employees.

We strive to achieve the following goals:

- To have zero accidents amongst employees and persons affected by our acts or omissions.
- To maintain safe and healthy working conditions at all times.
- To comply with all current, applicable occupational health and safety legislation.
- To achieve and maintain occupational health and safety systems best practice.

We regularly review our working practices including the general working environment and individuals work environments to ensure that best practices are adhered to or adopted and that safety hazards are identified and accidents so far as reasonably practicable are avoided. We are committed to:

- Providing adequate control of the health and safety risks arising from work activities;
- Consulting with employees on matters affecting their health and safety;
- Providing and maintaining safe plant equipment and facilities;
- Ensuring safe handling and use of substances, including compliance with COSHH regulations;
- Providing information, instruction and supervision for employees;
- Ensuring all employees are competent to do their tasks, and to give them adequate training;
- Preventing accidents and cases of work-related ill health;
- Taking disciplinary action against deliberate breaches of health and safety rules and procedures, whilst at the same time stressing the importance of having in place a 'no blame' culture;
- Promoting continual improvement;
- Maintaining safe and healthy working conditions;
- Reviewing and revise this policy as necessary at regular intervals.

In particular, we regularly monitor the safety of any equipment or machinery provided for use by our employees. Maintenance is regularly and scrupulously carried out and proper records are kept. All equipment and machinery provided by us complies with the appropriate UK standards and is designed or adapted for the purpose for which it is used. All employees who use or supervise the use of such equipment or machinery are properly trained in its use including Health and Safety considerations.

b. Your H&S duties as an employee

It is your duty as an employee, not to put at risk, either yourself or others by your acts or omissions. You should also ensure that you are familiar with our health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

You must for example:

- Adhere to the prescribed safe system of working;
- Wear personal protective equipment that has been provided at all relevant times;
- Report any faults or defects in machinery or equipment immediately to the safety officer or any senior manager; and
- Report any safety concerns at all immediately to the safety officer or any senior manager.

Additionally, only those individuals qualified and employed for the specific purpose of carrying out repairs or maintenance to machinery or equipment may do so.

c. Working with (DSE) display screen equipment

In line with the Health and Safety (Display Screen Equipment) Regulations 1992, we want to protect our employees from any risks associated with the use of DSE. This includes the use of devices or equipment that have an alphanumeric or graphic display screen and includes display screens, laptops, touch screens and other similar devices and applies specifically to those staff who regularly use DSE as a significant part of their normal daily work (i.e. for continuous periods of an hour or more).

As part of our induction procedure and periodically thereafter, we will carry out a DSE assessment with you at your workstation. Following that, if at any time you feel you are experiencing any discomfort, disadvantage or potential risk of damage to your health which might be influenced by your desk, chair, screen or work environment, please speak with your line manager.

We will take all necessary precautions to control any potential risks associated with DSE use. To do this we will:

- analyse workstations to assess and reduce risks (workstation assessment);
- make sure controls are in place;
- provide information and training;
- provide eye and eyesight tests on request and a contribution towards the cost of basic frames and lenses if needed;
- review the assessment when the user or DSE changes.

Workstations must be arranged so that each task can be carried out safely and comfortably, the work surface is to be at a suitable height and work materials, will, where possible, be within easy reach. The use of such equipment is not to cause undue bending or stretching.

Workstations, including seating arrangements and access must be suitable for any special needs of the individual employee, including employees with disabilities. Seating provided, must where possible, provide adequate support for the lower back, and a footrest will be provided for any worker who cannot comfortably place their feet flat on the floor.

Wrist supports for use with computer keyboards can be provided upon request.

DSE users are to ensure that workspaces allow for adequate freedom of movement and the ability to stand upright. Periods of work which unavoidably have to be carried out in cramped conditions are to be as short as possible and sufficient space must be nearby to relieve discomfort.

d. Eyesight tests

We want to ensure that you are aware of your rights regarding eye-sight tests and the provision of glasses, as part of our commitment to your health and well-being.

As an employee, you have the right to request payment for eye-sight tests if your work requires the use of display screen equipment (DSE) for at least one hour at a time during your working day. DSE equipment includes, PCs, laptops, tablets, smart phones, monitors/TV screens etc. The Council will reimburse the cost of a standard eye test (vision check and eye examination) providing you have not been reimbursed for another test in the previous twelve months and you provide us with a receipt.

We understand the importance of maintaining good eye health, especially in roles that involve prolonged screen time. Therefore, we encourage all eligible employees to take advantage of this benefit to ensure optimal vision and comfort while carrying out their duties.

The rules around whether an employer is obliged to contribute towards the cost of lenses and glasses is a little complicated and we have tried to make these as clear as possible.

- If you are prescribed glasses for general or multiple uses e.g. for use in a number of different situations e.g. reading, writing, driving, watching TV, DSE use etc), you are not entitled to a contribution towards the cost of the lenses or frames.
- If, you are given a 'special' prescription for glasses which must be worn solely when carrying out DSE work (i.e. because of the distance that the screen you are viewing is set at), then and only then, will you be entitled to a contribution towards the cost of basic lenses and frames.

If you are given a special prescription, you will also need to provide us with a letter from your ophthalmologist confirming that the glasses are required specifically and solely for DSE use.

e. Safety officer

The grounds manager is responsible for ensuring that the Council is at all times aware of and fully compliant with its obligations under Health and Safety law.

All accidents and near misses irrespective of triviality must be reported to the town clerk or grounds manager who will ensure that any necessary preventative measures are introduced.

f. Accident book

The Accident Book is kept in the work shop and in the office and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager or the person in charge at that time.

All employees who are absent from work following an accident must make an entry in the Accident Book on their return and complete a self-certification form, which clearly states the nature and cause of the injury.

However, it is always best practice if possible and appropriate for those involved in or who witness accidents at work, to make a note of what happened and what they saw as soon as possible to the date and time the accident occurred.

If an employee is involved in an accident at work, if it is appropriate and safe to do so, a senior manager may need to take photos of the scene and injuries to assist with recording details of the accident fully.

g. First aid

There are first aid boxes located in the office, workshop, council trucks, unit 2 and the public toilets.

We believe that best practice is to ensure employees have access to trained first aiders or an "appointed person" (someone who can take charge in the event of an accident).

Details of these trained employees are displayed on the board in the office and workshop and are also available from your line manager. You should familiarise yourself with the names and contact details of the people concerned.

In the event of an accident necessitating a hospital visit to the accident & emergency department, a work colleague will accompany the injured employee. A first aider or senior manager should call for an ambulance if necessary.

If you or anyone else you are with (including colleagues, customers, suppliers, visitors, etc.) need first aid you should alert the nearest qualified first aider. The role of a first aider is to provide first-line practical assistance prior to professional medical attention becoming available or the arrival of an ambulance in an emergency.

Defibrillators are situated around the village, one located directly outside of the office

h. Fire safety & emergency evacuations

i) Actions to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc. are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your line manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins and ensure that your waste bin is accessible to the cleaners at the end of each day.

ii) Action to take if the alarm sounds:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe emergency exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the emergency exits and routes in your area. Close all doors behind you as you leave but do not stop to collect belongings.
- Follow the instructions of your designated fire/emergency warden. All members of staff and any visitors should gather in the railway gardens or in the recreational grounds if you are located at the workshop.
- Directional signs should indicate the route to the nearest emergency exit. These comprise a white arrow on a green background sometimes accompanied by the words 'EMERGENCY EXIT or FIRE EXIT' and also a pictogram of a running man. The arrows indicate the direction of the nearest emergency exit.
- Do not use a lift to leave the building - always use the designated stairs.
- Use the back of your hand to test to see if a door is warm before opening it, as any fire may be on the other side.
- Close any open doors behind you where possible and it is safe to do so.
- If there is smoke, keep as close to the ground as possible.
- Don't investigate the fire unless you are trained to do so.
- Don't waste time saving your belongings or other valuables.
- Make your way to the appropriate assembly point and once there, report to the fire warden, so that they can account for the people in their designated area.
- If you are trapped by fire, if possible, get behind a door and block the bottom of it with clothing (wet if possible) to prevent smoke getting through. Find a fire door to shelter behind if possible.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the fire warden.
- The alarm is tested periodically but never assume when you hear it sounding that it is just a test - always evacuate the building immediately.

iii) Action to take if you discover a fire or other emergency:

- **RAISE THE ALARM!** This can be achieved by breaking the glass on the call points or by shouting the instruction "Fire/Emergency – call the Fire & Rescue Service".
- Raise the alarm even if the building you are in is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Alert the fire warden(s) as quickly as possible.
- If no fire warden is available, call the Fire & Rescue Service at the earliest available and safest opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a wastepaper basket. Otherwise, you could be putting yourself or somebody else at risk.

iv) Fire wardens

All employees are fire wardens and will:

- raise the alarm
- contact the emergency services
- direct everyone to leave the building using the nearest and most appropriate exits
- help those that need extra assistance, such as disabled people or pregnant women
- make sure exit doors are clear of obstructions
- check all areas to ensure everyone has evacuated (if it safe to do so)
- tackle small fires with fire extinguishers, though only if those does not put them at risk
- close all doors behind them to prevent the spread of fire and smoke
- guide everyone to the assembly point and check that everyone is accounted for with a roll call.

v) Fire-fighting equipment

If the fire is small enough, it may be able to be extinguished, but safety always comes first. If in doubt, evacuate and do not attempt to put out a fire unless you have been trained to use the equipment. We have different types of fire-fighting equipment located around our premises as set out below:

Workshop Buildings

3 x CO2
1 x Foam
2 x Powder
2 x Water
Fire blanket

Toilet Store

1 x Powder

Council Vehicles
1 x small powder

Office
1 x Fire blanket
1 x CO2

Youth club/store
3 x water
2 x CO2

i. Personal safety

Generally, you should try to avoid working alone whenever this is possible. However, if you have to work alone, then you need to develop an awareness of the risks and how to minimise them.

If for some reason you are going to work alone in any of our premises, before you do this you must discuss the situation with your line manager. The discussion will cover the steps you should take for your own safety and security as well as how to keep our premises secure. Arrangements may include you being asked to call your line manager after you have left the building.

Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and arrange to meet the person on Council premises. Always call back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number.

If you are going out on business to visit someone, let your colleagues know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your line manager.

11. Performance Improvement, Disciplinary & Grievance Procedures

a. General information

Whilst every effort is made to ensure that your working life with us is trouble free, there may be times when problems do occur. This is why we need to have in place both informal and formal procedures to facilitate problem solving in the workplace.

It is our intention that all employees are treated both fairly and consistently and that employees are given sufficient opportunity to demonstrate their commitment to both the Council and the work they do. Whenever help or guidance is needed by an employee in order for them to be able to carry out their duties, every effort will be made to help them.

Additionally, it is our policy to ensure that if an employee has any work-related problems, they can be discussed openly with their line manager. We believe that it is in the best interests of all involved to try and resolve matters quickly and informally wherever possible and therefore, we will encourage open and honest discussions between those affected to help resolve any concerns you may have.

Whilst we primarily follow the ACAS code of practice in relation to performance improvement, disciplinary, dismissal and grievance procedures, our informal and formal procedures in this respect are all non-contractual. This means that we are not obliged to follow our formal procedures exactly as set out here – they can be adapted by us as appropriate to suit specific circumstances. For example, we may not necessarily utilise these procedures either fully or partially with staff who are still in their probationary period, or in some cases, where an employee has less than two years of service.

Whilst informal or formal meetings of any kind will usually be held as face-to-face meetings, it may be necessary for to hold these as either telephone conference or video calls from time to time.

Procedures for managing long-term sickness absence are given in the chapter on Sickness Absence within this handbook.

b. Informal meetings

It is important to understand the distinction between informal and formal meetings/hearings.

As regards informal meetings, employees do not have any statutory entitlement to:

- be invited in writing or given any prior notice of the meeting;
- be accompanied by a work colleague or trade union representative/official;
- receive copies of notes taken at such meetings;
- appeal against any outcome;
- receive copies of any supporting documentation that the Council utilised.

Whilst not an exhaustive list, informal meetings include:

- return to work meetings
- probationary reviews and appraisals
- 1-2-1 meetings
- informal absence review meetings

- meetings to discuss flexible working requests*
- disciplinary and grievance investigation meetings*
- redundancy consultation and appeal meetings*
- welfare meetings
- counselling
- informal performance improvement meetings (Step 1)
- informal grievance hearings
- mediation meetings

* Meetings to discuss flexible working requests are classed as informal meetings, however we will normally give you written notice of these and allow you to be accompanied by a work colleague or trade union representative/ official if you wish. In the case of a flexible working request, we will also allow you to appeal the outcome of such a meeting if you are not happy with it.

c. Formal meetings & hearings

As regards formal meetings or hearings, employees have a statutory right to:

- be invited in writing and given reasonable notice of the meeting;
- be supplied in advance of any meeting with copies of any relevant supporting material including witness statements that will be referred to during the meeting;
- call suitable witnesses;
- be accompanied by a work colleague or suitably accredited trade union representative/official;
- be entitled to copies of any notes or sound recording made at the meeting;
- challenge accuracy of notes taken at the meeting and request amendment;
- appeal against decisions reached at formal meetings and/or, the process followed if they believe that was flawed.

Formal meetings/hearings include:

- first, second and final (formal) performance improvement meetings;
- disciplinary hearings and appeals;
- redundancy consultation meetings where a dismissal is likely;
- grievance hearings and appeals;
- formal sickness absence meetings and appeals.

Employees and their companions must take all reasonable steps to attend a formal meeting/hearing.

d. Investigations

When a disciplinary or grievance matter arises, we will first of all carry out an investigation to determine if there is a valid reason for commencing formal proceedings. An investigation is to:

- see if there is a case to answer;
- make sure everyone is treated fairly;
- gather evidence from all sides;
- help us to determine what should happen next.

At any stage we can still look at whether: the formal process needs to carry on; or if the issue can be resolved informally instead.

What constitutes an investigation will depend on the specific circumstances and may involve a meeting with the employee or witnesses or may simply involve the collation of evidence; this will be a matter solely for our judgement; however, we will make sure that we follow a fair process.

If we decide to investigate a disciplinary or grievance matter, we will always attempt to start as soon as possible as, for example, people might remember a situation more clearly the sooner they are asked about it.

Where possible, we will get someone who is not involved in the matter to carry out an investigation, for example another manager or our HR representative. Additionally, in the case of dealing with disciplinary matters, where possible a different person will handle each step of the process if that is needed, such as:

- the investigation;
- the disciplinary hearing and outcome;
- the appeal hearing, if an appeal is raised.

In the case of a disciplinary investigation, the person who conducted the investigation may be asked to attend a disciplinary hearing to answer any queries about the evidence they gathered.

With grievance cases, it is usually preferable for the person who conducts the investigation to conduct any related meetings/hearings, with the exception of any appeal.

Once an individual has been appointed to investigate the disciplinary/grievance concern, they should start by making an investigation plan including for example, identifying which policies or workplace guidelines to follow, whether they are expected to give recommendations at the end of the investigation, timeframes, sources of evidence and potential witnesses etc.

Either the person who has been appointed to conduct the investigation or a senior manager, will inform the employee to whom the disciplinary or grievance matter relates as soon they decide to open an investigation. However, if it is felt there is a risk that the employee to be placed under investigation might tamper with evidence or attempt to influence witnesses, a decision may be taken to delay informing them until there is less risk of possible interference.

When the employee is told that we are opening an investigation, the following points will be explained:

- Why an investigation is being carried out;
- Who will be conducting the investigation;
- What the person conducting the investigation will do e.g. talk to any witnesses, gather information etc;
- How long the investigation could take;
- What will happen next, for example, a meeting or hearing;
- That everything will be kept confidential.

Whilst conducting an investigation, the person investigating should do their best to:

- draw up an investigation plan;
- be fair and objective;
- follow the Council's policies or guidelines;
- get as much information on the case as is reasonable;
- not try to prove guilt, but get balanced evidence from both sides;

- keep the case confidential;
- prepare a written report at the conclusion of the investigation.

In a disciplinary process, the person investigating will be tasked with finding out if there is an issue that needs to be addressed, not trying to prove guilt.

In both disciplinary and grievance investigations, the person investigating might also need to arrange meetings with, and obtain information and statements from:

- the employee who is the subject of the investigation;
- other employees involved (witnesses);
- other witnesses e.g. customers, members of the public.

There is no statutory right allowing employees to be accompanied at investigation meetings. Notes may be taken or a recording of the investigation may be made.

The employee who is under a disciplinary investigation or the employee who has raised a grievance case, can ask to see any evidence or witness statements.

When there is enough information and the investigation is finished, a report should be produced and shared with the employee who was the subject of the investigation. The person who conducted the investigation can give recommendations for next steps, if this was agreed in the investigation plan, however they must never give an opinion on what the outcome decision should be.

After an investigation, it may be found that there is no evidence to carry on with the disciplinary or grievance process. In this case, the process will be ended and the employee in question informed that there will be no further action.

If it is found that there is an issue that cannot be resolved informally, the relevant procedure will proceed.

e. Witnesses, statements & supporting information

In certain situations, and if an investigation has been necessary in advance of a formal meeting/hearing of any kind, statements may have been obtained from witnesses and/or other supporting information may have been gathered to which it is intended to refer during the formal meeting/hearing.

In line with the requirements of GDPR, we will need to obtain consent from individuals who provide statements before sharing these. In some cases, this might mean that we need to make some information anonymous before sharing it.

In this event, copies of all such information will be provided to the employee in advance of the formal meeting/hearing taking place (i.e. the statements and any supporting information will be sent with the letter asking the employee to attend the formal meeting/hearing).

The employee may raise any queries they have regarding statements and/or supporting information either in advance of the formal meeting/hearing or during the meeting itself. For example, in appropriate circumstances, such as where the employee believes that a statement made by a witness is inaccurate or incomplete, it may be appropriate for the witness to be asked to confirm the details of their statement or provide further information in response to the employee's queries.

Resolution of such queries, may if necessary and appropriate, take place during or after the formal meeting/hearing, although wherever possible, attempts should be made to obtain clarification before the meeting/hearing takes place.

f. Right to be accompanied at a formal meeting or hearing

i) General information

All employees have the right to be accompanied at a formal meeting/hearing of any kind, by a work colleague or a suitably accredited trade union representative/official who has been approved by their union to act as a companion during a formal meeting or hearing.

We are entitled to ask for evidence that a trade union representative/official who is attending as a companion is suitably accredited and has received appropriate training to act as a companion.

Whilst not legally obliged, we may allow an employee to be accompanied by a work colleague or trade union representative/official at meetings to discuss a flexible working request. Depending on the exact circumstances, the Council may also allow an employee to be accompanied at other formal meetings, if for example, the employee has difficulty in understanding English, is disabled or has a serious health condition or is classified as a young or otherwise vulnerable worker. If language is likely to be a barrier, we will arrange for a translator to attend the meeting.

At our discretion, we may permit other types of companions (e.g. a friend or a family member) where this will help overcome particular difficulties caused by a disability, or difficulty in understanding English.

Unless the employee who has been asked to attend the formal meeting/hearing has been suspended, they should in all instances make contact themselves with the work colleague or trade union representative/official they wish to ask to accompany them, and to do so promptly. If the employee's chosen companion is not available to attend the meeting/hearing, the employee can either choose an alternative companion or ask for a postponement of the meeting/hearing, however postponement beyond 5 working days may not be allowed.

If the employee who has been asked to attend the formal meeting/hearing has been suspended, then they must contact the town clerk in the first instance, to obtain permission to approach a specific work colleague with a request for them to act as a companion.

ii) Acting as a companion at a formal meeting or hearing

Employees are allowed reasonable time off from their duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish. No employee will be penalised or subjected to any form of detriment for choosing to act as a companion at a formal meeting/hearing.

If the chosen companion is not available, we can be asked to postpone the meeting or hearing for up to 5 working days. A postponement will be agreed providing it is considered to be reasonable, but postponement beyond 5 working days will not be allowed.

Companion's rights and responsibilities in relation to formal meetings/hearings include being able to:

- discuss the situation with the employee and help them prepare for the meeting/hearing beforehand, including reviewing any statements or supporting information that the employee had been supplied with;
- provide moral support to the employee who has been asked to attend the meeting/hearing;
- act as a witness to proceedings for the employee;
- address those present at the meeting/hearing;
- respond on behalf of the employee to views (not questions) put forward during the meeting/hearing;
- confer with the employee during the meeting/hearing;
- take notes during the meeting but not making recordings.

Companions must not do or say anything at a formal meeting/hearing, if the employee asks them not to.

g. Non-attendance at formal meetings/hearings

Employees must take all reasonable steps to attend a formal meeting/hearing. In the event either the employee or their companion are unable to attend at the date or time specified for the formal meeting/hearing, the employee should immediately inform the town clerk, who will seek to agree alternative arrangements, ordinarily rearranging the formal meeting/hearing to take place within the next 5 working days.

If the employee is still absent for any reason at the time when the rearranged formal meeting/hearing is due to be held, it may still take place in the employee's absence. If the employee's companion is still not available, then an alternative should be chosen or the employee may choose to attend the meeting/hearing without a companion.

In such circumstances, the employee's chosen companion may attend to represent the employee and be allowed the opportunity to present the employee's case or read a statement on their behalf. Likewise, if no companion has been selected, the employee may choose to submit a written statement instead.

If the employee (or their chosen companion) does not attend the formal meeting/hearing or submit written representation, we will endeavour to be reasonable and may consider rescheduling the formal meeting/hearing. However, it may, dependent on the circumstances, be appropriate to go ahead with the formal meeting/hearing in the employee's absence and make a decision on the basis of the information available. The employee's right of appeal is not affected.

h. Notes & recordings made at formal meetings/hearings

An employee who has been asked to attend a formal meeting/hearing of any kind, is entitled to receive if they wish, a copy of notes taken, or any recording made at the meeting/hearing.

In the case of notes taken at a formal meeting/hearing, these will not be a verbatim record. In the case of a recording, ordinarily only a copy of the sound recording will be available and not a typed transcript of it. The employee's companion, if one is present, may also take notes but these will not be considered as an official record of the meeting, only supplementary.

If the employee requests a copy of the notes taken or a recording made of a formal meeting/hearing if one was made, they will be supplied with these either shortly after the meeting/hearing has ended or at the latest, with the letter of outcome.

Following receipt of copy notes or a recording of a formal meeting/hearing, if the employee identifies they are inaccurate or incomplete, they must inform either the individual(s) who chaired the meeting/hearing or the note taker/meeting administrator, and request correction or amendment within 5 working days of receiving the copy notes/recording. The individual(s) chairing the meeting/hearing will review the request for correction or amendment and if necessary, authorise these.

If authorisation is refused, for example because the accuracy of the correction or amendment is contested or is viewed as misleading, details will be kept on record of the reason for the refusal and the employee informed.

Employees who are attending formal meetings/hearings either as a companion or to discuss disciplinary allegations or performance concerns relating to themselves, are not permitted under any circumstances to make their own recording of the meeting/hearing. Any employee who makes a recording of a formal meeting/hearing without having obtained the prior written permission of the town clerk, will be dealt with using the disciplinary procedure in relation to gross misconduct.

Only the individual who is chairing the meeting/hearing or a meeting administrator if one is present, are authorised to make a recording of a formal meeting.

i. Appeal hearings

Employees are entitled to appeal following the outcome of a formal meeting/hearing. They will usually be given the opportunity to appeal the outcome of informal meetings in some cases, including flexible working requests and redundancy appeals, although there is no legal entitlement to this. To raise an appeal, they must put their appeal in writing within 5 working days to the person detailed in the outcome letter of the formal meeting/hearing.

The letter of appeal should clearly set out the reason(s) for the appeal, for example to appeal against:

- the outcome or decision of the formal meeting/hearing e.g. if new evidence has come to light;
- the level of disciplinary action or warning imposed;
- the conduct of the meeting/hearing itself or the process it followed e.g. if considered as flawed;
- a combination of these factors.

Depending on the circumstances, an appeal hearing may be a complete rehearing of the matter or review of the original decision.

An appeal hearing will usually be held within 10 working days from the date that notification of an appeal is received. The employee will be given an opportunity to state their case at the appeal hearing and a full investigation will be carried out prior to a decision being made.

Where possible, all appeal hearings will be convened and conducted by the Council's HR Representative.

The employee will be informed in writing of the outcome of their appeal, or if this is not possible, at least provided with an update, within 5 working days following the

conclusion of the appeal hearing itself. There is no further opportunity for appeal and the outcome of an appeal hearing marks the end of a formal procedure.

The date that any dismissal takes effect will not be delayed pending the outcome of an appeal. However, if the appeal is successful, the decision to dismiss will be revoked with no loss of continuity or pay.

j. Informal counselling

Minor cases of misconduct and most cases of poor performance may be dealt with by informal advice, coaching and counselling. Counselling is an attempt to correct a situation and prevent it from getting worse without having to use the disciplinary procedure. Where improvement is required, the employee will be given clear guidelines as to:

- what is expected in terms of improving shortcomings in conduct or performance;
- the time scales for improvement and when this will be reviewed.

A written record of the counselling, in the form of a letter of concern, will normally be given to the employee and a copy retained in their personnel file. All counselling will be followed up and improvements recognised and recorded. Once the counselling objectives have been met, any record of counselling will be removed from the employee's file.

If there is no improvement or the matter is serious enough, the employee will be invited to a disciplinary hearing at which the matter can be properly discussed.

k. Performance management procedure

i) General information

In the event that an employee fails to meet the standards of performance which are expected of them, it will be in the best interest for all concerned to resolve and deal with problems effectively. The procedure, which like the disciplinary and grievance procedures is non-contractual, is designed to promote good working relationships and assist and encourage employees to achieve and maintain the standards of work performance that we require.

In all instances, we reserve the right to start the performance improvement process (PIP) at any stage, due to the seriousness of the underperformance, the adverse effect of the underperformance on the business or the level of responsibility of the person concerned.

Accordingly, whilst review periods may be agreed during performance improvement meetings, we reserve the right in certain circumstances, to move on to another step in the PIP before the review period has ended, if it has reasonable grounds to conclude that either no improvement or significantly sufficient improvement will be achieved by the employee within the agreed review period.

We are aware that issues with performance or capability may result from a disability. At each stage of this procedure, particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist the employee in the performance of their role.

If you consider that you are affected by a disability or any medical condition which affects your ability to undertake your work, you should inform your line manager without delay.

ii) Step 1 – Informal performance meeting

When a manager first becomes aware that an employee's work performance is unsatisfactory they will hold an informal meeting with the employee. At that meeting (and all PIP meetings), the manager will ensure the employee understands that they will be given:

- every opportunity and assistance to correct the situation;
- clear information regarding where/how their performance is not satisfactory;
- clear information regarding how the Council expects them to improve;
- a clear understanding of when the next review of their performance will take place and how frequent subsequent reviews are after that.

During the meeting, a performance improvement plan may be compiled and agreed between the line manager and the employee, setting out the improvements required and the period for review. The details of the discussion will be noted on file and the employee will be provided with written confirmation of what has been discussed. The employee will be encouraged to have an open discussion with their manager so that all relevant issues can be discussed.

If, following the given review period, the employee's work performance continues to fall below the standards required, does not sufficiently improve, or any achievement is not consistently maintained, the employee will likely be asked to attend a first formal performance meeting.

iii) Step 2 – First formal performance meeting

The employee will be asked in writing to attend a formal performance meeting and given at least 2 working days' notice. The letter will inform the employee of the specific performance concerns which are to be discussed and provide them with any supporting information or statements that may be referred to during the meeting. The letter will also inform the employee of the identity of the individual(s) chairing the meeting, the employee's right to be accompanied, and that the outcome of the meeting could be a first written warning for poor performance.

The meeting may be chaired by the employee's line manager, town clerk or the Council's HR representative in any combination. Employees must take all reasonable steps to attend a formal meeting/hearing.

During the meeting, the employee's performance will be discussed including as appropriate, examples of where/how their performance is unsatisfactory and a review of any performance improvement plan that may have been put in place at an earlier meeting. The employee will be encouraged to comment and state their point of view. A new performance improvement plan may be agreed, or an existing performance improvement plan may be amended. The length of the forthcoming review period will also be established. Notes will be taken during the meeting or a recording made of it.

Following the end of the meeting, full consideration will be given to what the employee had to say and all supporting information will be reviewed, before the individual(s) chairing the meeting reach a decision as to whether or not it is appropriate to issue a first written warning for poor performance. Additional and supportive measures may also be identified as necessary such as further training. If appropriate further investigation will take place before any decision is made.

The employee will be informed in writing of the outcome of the meeting within five working days, together with details of any formal warning that they will be given, the length of time this will stay on their personnel record and any supportive measures that will also be put in place. The letter will clearly set out where or how the employee's performance is unsatisfactory, the improvement required including details of any performance improvement plan and appropriate review period for such.

Information will also be provided in the letter as to what the consequences may be should the employee's performance not improve. Additionally, the employee will be advised of their right to appeal and how to go about this. If it is not possible to provide an outcome within 5 working days, the employee will be provided with an update instead.

If the employee requests a copy of the notes taken or a recording of the meeting if one was made, they will be supplied with these either at the same time they are provided with the letter of outcome or beforehand.

A first written warning, if given, will remain in force and on the employee's personnel record for 6 months from the date of issue.

iv) Step 3 – Second formal performance meeting

Following a first written warning, if the employee's performance does not improve to the required standard at the time of the planned review agreed in Step 2, or the employee's performance continues to fall below the required standard or is not consistently maintained, they will be asked in writing to attend a second formal performance meeting and again given at least two working days' notice. As before, the letter will inform the employee of the specific performance concerns which are to be discussed and provide any supporting information or statements that will be referred to during the meeting. The identity of the individual(s) chairing the meeting will also be given, the employee advised of their right to be accompanied and notice provided that the outcome of the meeting could be a final written warning for poor performance.

The meeting may be chaired by the employee's line manager, the town clerk, or the Council's HR representative in any combination.

The procedure that will be followed both during the meeting and after it, including the provision of an outcome and the level of detail contained in the letter advising of this, a review period being set, the right to copies of notes taken or recording made at the meeting and the right of appeal, will be the same as set out earlier in this chapter for Step 2. The level of warning that may be issued however is more significant, likely being a Final Written Warning which if given will remain on the employee's personnel record for 12 months from the date of issue.

A final written warning is usually the last formal warning prior to dismissal. If performance does not improve by the time of the next review period, then the procedure will move on to Step 4.

v) Step 4 – Final formal performance meeting

Following a final written warning, if the employee's performance does not improve to the required standard by the time of the planned review agreed in Step 3, or the employee's performance continues to fall below the required standard or is not consistently maintained, the employee will be asked in writing to attend a final formal performance meeting and again given at least two working days' notice.

As before, the letter will inform the employee of the specific performance concerns which are to be discussed and provide any supporting information or statements that will be referred to during the meeting. The identity of the individual(s) chairing the meeting will also be given, the employee advised of their right to be accompanied and notice provided that the outcome of the meeting could be dismissal for poor performance.

The meeting may be chaired by the employee's line manager, town clerk or the Council's HR representative in any combination.

The procedure that will be followed both during the meeting and after it, including the provision of an outcome and the level of detail contained in the letter advising of this, the right to copies of notes taken or recording made at the meeting and the right of appeal will be the same as set out earlier in this chapter for Step 2. The level of warning that may be issued however is even more significant, and likely to be dismissal for poor performance.

Any employee who is dismissed for poor performance (with the exception of a dismissal for gross incompetence) will be dismissed with notice. If appropriate, we may pay such notice in lieu or require the employee to stay off work for the duration of the notice period, or to take any holiday that has been accrued.

vi) Alternatives to warnings or dismissal

As an alternative or in conjunction with a formal written warning, or as an alternative to dismissal, we reserve the right to enforce any or all of the following disciplinary actions if deemed appropriate given the performance shortfalls:

- A change of duties to avoid a repeat of the performance issues experienced; and/or
- A demotion to duties which will endeavour to avoid a repeat of the performance issues experienced; and/or
- A reduction in salary/benefits commensurate with a revised role, duties or an entirely new position.

vii) Appeals

Employees who are given formal warnings or dismissed for performance issues have the right to appeal if they wish. Please refer to the section regarding Appeals earlier in this chapter for more information.

I. Disciplinary procedure for misconduct

i) General

In all instances we reserve the right to start disciplinary proceedings at an appropriate level based for example on the seriousness of the act of misconduct, the adverse effect of the act on the business, length of service or the level of responsibility of the person concerned. The Council's disciplinary procedure is non-contractual.

Examples of different types of misconduct and how seriously they will be viewed, are given towards the end of this chapter. Ordinarily, no disciplinary penalty will be imposed without a disciplinary hearing first being held, with the exception of staff who are serving a probationary period following commencement of their employment and in certain cases employees who have less than two years of service with us.

ii) Suspension

In certain circumstances an employee may be suspended while allegations or concerns are being investigated or before a disciplinary hearing is held. Suspension is not a form of disciplinary action nor a presumption of guilt.

In the majority of cases, employees who are suspended will still receive full pay. The purpose of suspension is varied and can be used when it is necessary to remove an employee from the workplace pending an investigation, for example, to allow time for a 'cooling down period' for both parties, for their own or others protection, to prevent them influencing or being influenced by others' or to prevent possible interference with evidence.

Only the Town Clerk, has the authority to suspend an employee. Suspensions will be confirmed in writing within three working days and advise the employee of the:

- reason for their suspension;
- date and time from which the suspension will operate;
- timescale of the ongoing investigation;
- right of appeal to the town clerk should the suspension last more than 10 working days.

During a period of suspension, the employee will not be entitled to access any of our premises or sites, including any of our client's premises, without prior written consent of the Council and subject to such conditions as we may impose.

Additionally, employees who have been placed on suspension must not have any form of contact with, or discuss their absence and the reasons for it, with any other member of staff, our clients or suppliers, and this includes the posting of comments regarding the situation on social media. Employees are not entitled to carry out work for any other employer whether paid or unpaid, during a period that they are suspended from work.

Employees who have been placed on suspension **must** remain contactable during their normal working hours and follow the Council's standard procedures for reporting sickness and/or making requests for holiday or other absence.

iii) Requests to attend a formal disciplinary hearing

Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct, they will be asked in writing to attend a formal disciplinary hearing and given at least two working days' notice. Normally, the hearing will not be conducted by the same manager that carried out the disciplinary investigation, but a different individual instead.

The employee will be informed of the allegations made against them and told that the outcome of the hearing may result in a warning (the level of warning likely will be specified e.g. first/final written warning) or otherwise dismissal on the grounds of misconduct/gross misconduct.

At the same time, the employee will be given copies of all relevant documentation including any evidence such as witness statements or supporting information which may be referred to during the hearing, in order to ensure they are able to properly prepare beforehand. Additionally, the employee will be informed of their right to be accompanied by a work colleague or suitably accredited trade union representative/official.

iv) The disciplinary hearing

The employee will be asked in writing to attend a disciplinary hearing and given at least 2 working days' notice. The letter will inform the employee of the specific allegations or concerns which are to be discussed and provide them with any supporting information or statements that may be referred to during the hearing.

The letter will also inform the employee of the identity of the individual(s) chairing the hearing, the employee's right to be accompanied and what the level of disciplinary action is likely to be, if the allegations and concerns are upheld.

The hearing may be chaired by the town clerk or the councils nominated HR in any combination.

Employees must take all reasonable steps to attend a formal meeting/hearing.

At the disciplinary hearing, the employee will be asked a number of questions relating to the allegations and concerns that have been raised against them. The employee will have full opportunity to state their case, to explain matters from their point of view, and to ask any questions they may have regarding witness statements or other supporting information if used. Notes will be taken during the hearing or a recording made of it.

Following the end of the hearing, full consideration will be given to what the employee had to say and all supporting information will be reviewed, before the individual(s) chairing the hearing reach a decision as to whether or not it is appropriate to take disciplinary action and if so, what level of warning that should be. If appropriate, further investigation will take place before any decision is made.

Within 5 working days of the original disciplinary hearing, the employee will either receive an update on any investigations still taking place or they will be informed of the outcome of the hearing.

Details of the outcome will be confirmed in writing together with the details of disciplinary action, if any, to be taken against the employee, along with details of the right to appeal.

v) Levels of disciplinary action

Where, following a disciplinary hearing, the Council establishes or has good reason to believe that the employee has committed a disciplinary offence, disciplinary action may be taken. Standard forms of disciplinary action include:

- a first written warning valid for 6 months;
- a final written warning valid for 12 months;
- dismissal with notice or pay in lieu of notice;
- dismissal without notice or pay in lieu of notice (summary dismissal) – gross misconduct cases;
- a period of paid suspension of up to 10 working days;
- demotion to another role – gross misconduct cases;
- a change of duties within current role – gross misconduct cases.

Where a minor offence(s) has been committed, the employee will ordinarily receive a first written warning. The warning will:

- set out the nature of the offence committed;
- inform the employee that further misconduct of any kind is liable to result in further disciplinary action under this procedure;

- remain in force and on their personnel record for a period of 6 months; and
- advise the employee of their right of appeal.

Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but we decide after taking into account all appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains in force, a final (or combined first and final) written warning may be given.

Such a warning will be set out in the same manner as detailed above, with the exception that the employee will be advised that the warning will remain in force and on their personnel record for a period of 12 months.

Where we establish or have good reason to believe that the employee has committed an act of gross misconduct, the employee may be summarily dismissed, e.g. dismissed without notice or pay in lieu of notice.

As an alternative to dismissal or in conjunction with a formal warning, we reserve the right to take any or all of the following disciplinary actions where this is deemed appropriate given the nature and level of misconduct:

- A change of duties or location of workplace to avoid a repeat of the misconduct experienced; and/or
- In cases of a final written warning or potential dismissal - A demotion with or without a reduction in annual salary and benefits,
- A period of suspension without pay for a maximum of 10 working days.

Should a formal warning for misconduct still be in force (e.g. issued within the previous 6 months in the case of a first written warning and previous 12 months in the case of a final written warning), any subsequent act of misconduct is likely to be taken into account no matter if it is for a similar or completely different type of misconduct.

vi) Examples of misconduct

The following are likely to result, if a first instance of misconduct, in a first written warning:

- Poor timekeeping;
- Poor attendance;
- Smoking in non-designated areas of the Council's sites, premises or vehicles;
- Repeated failure to provide appropriate sickness absence documentation;
- A day or less of unauthorised absence;
- Loss or damage caused to the Council's property or equipment, including those left in Council or personal vehicles;
- Minor violation of safety/hygiene rules;
- Minor violation of data protection policies;
- Poor attitude demonstrated towards work, colleagues or clients;
- Refusal to obey a reasonable instruction;
- Unauthorised absence of 2 to 4 working days;
- Minor breach of Council policies, procedures and guidelines.

The following are likely to result, if a first instance of misconduct, in a final written warning:

- Being under the influence of alcohol or drugs whilst at work;
- Persistent poor timekeeping or attendance;
- Abuse of Council facilities;
- Serious breach of safety/hygiene rules;
- Serious breach of data protection policies;
- Unauthorised absence of 5 to 7 working days;
- Conduct which could be prejudicial to the good name of the Council;
- Significant breach or persistent failure to follow Council policies, procedures and guidelines;
- Misuse of power or position;
- Persistent refusal to obey a reasonable instruction;
- Rudeness to colleagues, clients or other individuals who have business with the Council.

vii) Examples of gross misconduct

There are certain actions that constitute misconduct when committed by employees and which are serious enough to justify dismissal without notice or pay in lieu of notice. We reserve the right in each situation to decide what constitutes gross misconduct. Examples of what might be seen to be gross misconduct are given at the end of this procedure. However, these are intended as a guide only and the list is not complete or exhaustive.

The following are likely to result in summary dismissal on the grounds of gross misconduct:

- Theft, misappropriation or misuse of Council property, or from members of staff or the public and other offences of dishonesty;
- Falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee;
- Falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain;
- Sexual harassment or misconduct at work;
- Recording a formal meeting/hearing without obtaining written permission from Town Clerk in advance
- Fighting with or physical assault on members of staff or the public;
- Deliberate damage to, destruction or misuse of the Council's property;
- Serious damage to the Council's or its clients' property;
- Possession, sale, transfer or use of any illegal drugs, substances, alcohol or other prohibited materials on Council property and/or during any Council activities;
- Serious breach of the Council's rules, including, but not restricted to, health and safety rules and rules on IT and computer system use;
- Conduct that brings the Council's name into disrepute;
- Failing to return Council property when requested to do so;
- Failure to disclose information relating to a conflict of interest;
- Unauthorised possession of cash or property belonging to the Council, other employees, or clients of the Council;
- Criminal offences against the Council or against another employee
- Conviction of a criminal charge – if it affects an employee's suitability to do their job, their relationship with their employer, colleagues or customers;
- Use of violent, threatening or insulting behaviour or use of obscene language or disorderly behaviour likely to cause damage, injury or waste of resources;
- Deliberate harassment, bullying, victimisation or deliberate discrimination against any other employee, supplier or client;

- Any act of fraud, e.g. working whilst claiming statutory sick pay, making false statements on the application for employment form, falsification of legal or Council documentation, including falsification of time sheets and/or holiday or petty cash forms;
- Falsification of accounting systems, time recording or administration of systems;
- Unauthorised absence of 8 or more working days;
- Deliberate (or serious) breach of confidentiality, data protection, health & safety, email or misuse of Council equipment policies including unauthorised entry to computer records;
- Loss of a licence, such as a driving licence where it is an essential part of the job;
- Action or behaviour which is directly against the best interests of the Council;
- A significant breach of the implied trust and confidence that must exist between the Council and employee;
- Deliberate (or serious) negligence which causes unacceptable loss, damage or injury;
- Deliberate offence under Bribery Act;
- Serious act of insubordination;
- Making or publishing (including in print, verbally or on social media) any comments about the Council, its officers, employees or agents that could be considered as defamatory.

m. Grievance procedure

i) General

Grievances are concerns, problems or complaints raised by a member of staff with management. Anybody may at some time have problems or concerns with their working conditions or relationships with colleagues that they wish to raise. The Council's grievance procedure is non-contractual.

When an employee first raises a grievance, they will be asked if they wish it to be dealt with informally in the first instance. If they agree to this, in most cases the employee and their line manager will work together to resolve the issue.

If the issue remains unresolved or is more serious, such as a concern relating to bullying, harassment or sexual harassment, it will be dealt with under the formal three-step grievance procedure.

We recognise that some concerns, particularly those relating to bullying, harassment or sexual harassment, may be sensitive in nature. Such matters will be handled with appropriate confidentiality, care and, where necessary, flexibility. This may include appointing an alternative manager or investigator where appropriate.

ii) Step 1 – Grievance raised in writing

Firstly, the employee must clearly set out the details of their grievance in writing and give it to the Town Clerk in the first instance. The employee should supply at the same time, any supporting information that relates to their grievance. Ideally, written grievances should contain as much factual information as possible e.g. dates and times, names of people involved, specific details of events.

If an employee's grievance is about the Town Clerk they should raise the matter with the Chairman of the Staffing Committee. All investigations and any grievance meeting will be conducted by the Staffing Committee and any grievance appeal meeting will be conducted by three members of the council who do not sit on the Staffing Committee.

Upon receipt of the grievance and any supporting information, the employee will normally be invited in writing to attend a hearing within 5 working days, or as soon as reasonably practicable, to discuss the situation in more detail. The employee will be advised of their right to be accompanied.

iii) Step 2 – Meeting held to discuss grievance

The grievance hearing will be chaired by either a manager, town clerk or the Council's appointed HR representative. Notes may be taken at the hearing or a recording made, in which case the employee will be entitled to a copy if they wish. An investigation may take place before or after the initial grievance hearing depending on the circumstances. During the hearing, the employee will be asked to fully explain the matters relating to their grievance and will normally be asked for their opinion on how they would like the matter resolved.

The grievance and any supporting information will be discussed in detail, with the chair of the hearing seeking to establish any other information that may be needed if further investigation is warranted.

When the hearing ends or is adjourned, the employee will be provided with an outcome or, where this is not possible, an update on progress, normally within a reasonable timeframe and without undue delay.

Employees must take all reasonable steps to attend a formal meeting or hearing.

iv) Grievance investigations

It may be necessary for further investigation to take place before it is possible to provide the employee who raised the grievance with an outcome. Further investigations may consist of checking facts supplied by the employee raising the grievance, seeking further evidence, interviewing witnesses or those against whom the grievance has been raised and obtaining statements. Investigations may even involve further meetings with the employee who raised the grievance.

Employees who are asked to attend grievance investigation meetings, whilst not legally entitled to be accompanied, are usually allowed to have a companion with them if they wish. If appropriate, they may be provided with other information relating to the grievance.

v) Step 3 - Appeal

If the employee is unhappy with the outcome of the grievance hearing they have the right of appeal. To raise an appeal, they must do so in writing to the Council's Staffing Committee within 5 working days of receiving the written decision from Step 2 of this procedure.

The employee will be invited in writing to attend a meeting within a reasonable timeframe, normally within 10 working days, to discuss the appeal. Where possible, the meeting will be conducted by the Chair of the Council and two other Councillors, or an external HR consultant appointed by the Council who did not conduct the original meeting. The same rights of accompaniment as set out in Step 2 apply to the appeal meeting. Following the meeting, the employee will be advised in writing of the Council's decision, which is final.

n. Informal mediation

There may be circumstances where the Council envisages that it could be beneficial and financially viable to propose using mediation to help resolve any underlying conflicts. Mediation is not suitable in all circumstances and will not necessarily be offered, but where appropriate it can be introduced at any stage of the process where both parties are in agreement that this could be an effective approach to resolving the issues.

Where mediation is introduced before or during the grievance process, the employee will be asked to confirm in writing that they are in agreement that the grievance process is adjourned whilst the mediation is being undertaken. Should mediation prove unsuccessful the grievance process will be resumed. However, where mediation does prove successful, the Council will write to the employee to confirm the agreed outcomes of the mediation process and to confirm that the grievance has officially been resolved.

12. Leaving our Employment

a. Notice periods & termination of employment

Details of the notice periods applicable to your employment are contained in your individual contract of employment. However, they may not apply if you are dismissed for gross misconduct or they are changed by mutual agreement. Notice must always be given in writing.

These periods of notice will apply if you resign, are dismissed on grounds of inefficiency or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice or pay in lieu of notice where dismissal follows disciplinary proceedings for gross misconduct.

Any employee dismissed on the grounds of gross misconduct will not be eligible for any notice period nor any payment in lieu of notice. We reserve the right to only pay for holidays accrued in line with the statutory holiday entitlement upon termination of employment.

If you decide to resign, you should give a letter of resignation to your line manager and always give at least the minimum amount of notice required. The more notice you are willing to give us the better especially if you are for example planning to retire. We can then take steps to advertise and recruit a suitable replacement. However, it is important to note that we are not legally obliged to accept anything other than the contractual notice you are required to give.

b. Working notice

In all cases the Council reserves the right to enforce your full notice period. During your notice period, you may be required to take or not take, all or some of any outstanding annual leave you have accrued, and this will be agreed with your line manager. With the exception of any accrued contractual leave, any statutory annual leave that you have accrued but not been taken by the time you leave the Council, will be paid in lieu.

If you resign and are in possession of Council property including but not limited to; tools and equipment, keys, ID badges, laptops, mobiles, Council vehicles, work wear including personal protection equipment, computer files etc. you should make your line manager aware of this and arrange how they will be handed back to the Council. You remain bound by the confidentiality arrangements outlined in your contract of employment during this period.

We may ask you to take part in an exit interview if you have resigned. This will be conducted as either a face to face or telephone meeting with our HR representative.

c. Garden leave & pay in lieu of notice

In certain circumstances and depending on the terms of your individual contract of employment, if deemed appropriate and as an alternative to working all or some of your notice period, we may require you to transfer to other suitable duties during your notice period, to place you on "garden leave", or to give you pay in lieu of notice.

If you are placed on garden leave, you will remain an employee of the Council during that time and remain bound by the terms and conditions of employment. You will normally be required to stay away from the workplace and not have contact with any employees, clients or suppliers during such time. You will still receive your normal pay and benefits and continue to accrue holiday. You must remain available and contactable during working hours in case we need to speak with you. You will not be allowed to undertake any paid or unpaid work for any other organisation during a period of garden leave.

d. Redundancy policy

As far as the nature of our business allows, it is our wish to provide regular employment to our employees. However, there may be circumstances in which redundancy cannot be avoided. We will follow the statutory procedures and legal requirements relating to redundancy.

We may seek to reduce the effect of any potential redundancy situation by:

- re-appraising our recruitment policy;
- releasing temporary and/or contract workers;
- asking our staff to take a wage cut;
- reducing or eliminating overtime;
- investigating the possibility of re-deployment and natural wastage;
- asking our staff to take a period of unpaid leave;
- seeking applicants for voluntary redundancy;
- introducing short-time working or temporary layoffs.

i) Consultation period & consultation meetings

If we identify a need to place an employee or a group of employees “at risk” of redundancy, we will inform them in writing and commence a consultation period. During this time, we will consult with the employee(s) concerned and explore any suitable and feasible alternatives to redundancy.

In the case of 20 or more proposed redundancies, we will follow the statutory collective consultation requirements. This will include arranging for the election of employee representatives (where none are already in office) and consulting with those representatives in accordance with the law.

ii) Companions at consultation meetings

Whilst employees are not legally entitled to be accompanied at a redundancy consultation meeting unless that meeting may result in dismissal, we will normally allow them to be accompanied if they wish. For more information about companions at meetings, see the chapter on performance management, disciplinary & grievance procedures.

iii) Selection pool & selection criteria

Where the above measures fail to prevent a redundancy situation, we will establish and advise those employees deemed at risk (i.e. the selection pool) of the appropriate selection criteria to determine which employees will be made redundant. Selection criteria will be applied fairly, consistently and in a non-discriminatory manner.

The selection criteria may consist of some or all of the following, but the list is not exhaustive:

- Skills or experience;
- Standard of work performance or aptitude for work;
- Qualifications and training;
- Disciplinary warnings that are still active;
- Length of service;
- Timekeeping and attendance record.

If attendance is used as a selection criterion, absences for reasons related to disability or pregnancy will not be taken into account. Additionally, length of service will not be applied as a sole criterion.

iv) Selection for redundancy & right of appeal

After the conclusion of the consultation period and in the absence of any suitable alternative job roles having been identified, if an employee is selected for redundancy, they will be informed in writing, given notice of the end date of their employment and notified of their right to appeal.

v) Statutory redundancy payment (SRP)

Statutory redundancy payments are based upon an employee's age, length of service and average weekly pay (subject to the statutory maximum). Employees with less than two complete years of service are not eligible to receive SRP. If SRP is paid, it is normally paid free from deductions for tax. Unless stated otherwise in your individual contract of employment, there is no entitlement to any enhanced redundancy payment or terms.

vi) Alternative employment

We will consider alternative employment for each employee placed at risk of redundancy before making a final decision regarding redundancy. Where appropriate, we will offer suitable alternative employment or provide an opportunity to apply for alternative roles. If an employee unreasonably refuses suitable alternative employment, this may affect their entitlement to a statutory redundancy payment.

If an employee is offered and accepts suitable alternative employment within the Council, they will be entitled to a four-week trial period. If, at the end of the trial period, either the Council or the employee decides not to continue the employment, any entitlement to a statutory redundancy payment will normally remain.

Certain employees have additional protection in a redundancy situation. This includes employees who are pregnant, on maternity, adoption or shared parental leave, or who have returned from such leave within the previous 18 months.

Where a suitable alternative role is available, these employees will be given priority for that role in accordance with applicable legislation.

vii) Paid time off to seek other employment

Employees who are given notice of redundancy are entitled to take a reasonable amount of paid time off during their notice period to seek alternative employment, attend interview, or register with recruitment agencies. Employees wishing to take time off in these circumstances should liaise with their line manager and may be asked to provide evidence of appointments.

e. Retirement

We do not operate a default retirement age, and employees may choose to carry on working as long as they wish.

If you decide that you would like to retire, you should inform your line manager in writing as far in advance as possible and, in any event, in accordance with your notice period as set out in your individual contract of employment. This will assist us with our succession planning.

We will invite all employees to regular workplace discussions with their line managers. These will take place when performance appraisals are carried out. During those discussions, the relevant line manager will discuss the employee's performance, developmental or training needs and the Council's and employee's future plans and expectations in the short, medium and long-term. During those meetings, employees may discuss their future plans or proposals for retirement. A record of each workplace discussion will be kept and a copy given to the employee.

Many employees will look to reduce their working days and hours as they approach retirement, to avoid going from being fully employed to being retired all in one go. We are more than happy to discuss working flexibly with employees who are looking to retire. Please refer to the section on making a request to work flexibly in the chapter on work and family within this handbook.

Any discussion about possible retirement will not result in us making any assumptions about your level of commitment. We seek to retain the best talent, including older employees. Workplace discussions are an informal opportunity for both the Council and employees to plan jointly for the future.

An employee who is shortly to retire will often have considerable knowledge in relation to their role and responsibilities. We may require the employee's assistance and cooperation for succession planning.

Prior to retirement, employees should cooperate with us, if requested to do so, by:

- providing full written details of the status of work projects and future steps;
- developing a job description, including key competencies and skills required for the role;
- ensuring a smooth handover of work; and
- assisting in training any successor.

Appendix 1 - Handbook Confirmation Receipt

Name:	
Designation:	
Place of Work:	
Line manager:	

I confirm I have received a copy of the Sturminster Newton Town Council employee handbook and that I have read this and understood the contents.

I confirm that I have sought clarification from my line manager on any issues outlined in this handbook which I did not understand.

*I confirm that I am happy to opt out of the Working Time Regulations which currently prohibit me from working if I want to, more than 48 hours per week on a regular basis.

*I confirm that I wish to retain my right under the Working Time Regulations not to work more than 48 hours a week on a regular basis.

*Delete as appropriate

Signed: _____

Date: _____

Please return this form duly completed and signed to your line manager.