

# **ANSTEY PARISH COUNCIL EMPLOYEE HANDBOOK**

**OUR RULES AND POLICIES**

**August 2018**

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## **INTRODUCTION**

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

This Handbook is divided into two parts:

### **SECTION 1 – COUNCIL RULES**

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

### **SECTION 2 – POLICIES**

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

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

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

## **SECTION 1 – COUNCIL RULES**

### **1 YOUR RESPONSIBILITIES**

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

## 2 ATTENDANCE AND TIMEKEEPING

- 2.1 The Council expects excellent attendance and timekeeping.
- 2.2 Persistent lateness will normally be treated as misconduct. Unauthorised absence will normally be treated as **gross misconduct**.
- 2.3 It is your responsibility to make sure that you are at work and ready to start work at your scheduled starting time.
- 2.4 If you are sick or injured and cannot attend work then you must comply with the Council's sickness/injury rules. The sickness/injury rules are set out at part 3 of this Handbook.
- 2.5 If you arrive at work late you must immediately report to the Clerk.
- 2.6 If you need to leave work before your scheduled finish time you must obtain the prior authority of the Clerk.

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

3.1 You are expected to be available to work during your normal working hours. You must make every effort to attend work.

3.2 If you cannot attend work you must comply with the following rules:-

3.2.1 You must telephone the Clerk within 2 hours after your normal start time on your first day of absence. You should not leave a message at reception or with a colleague. If you cannot make contact with the Clerk you should try to speak to another manager. You must state the reason for your absence and the date on which you expect to return to work.

3.2.2 If you are unable to return to work on the date expected you must call the Clerk again as outlined above.

3.2.3 If your absence lasts for less than 8 calendar days, on your return to work you must complete an Absence Self-Certification (which is available from your supervisor) explaining the reason for your absence.

3.2.4 If your absence lasts for 8 or more consecutive calendar days then you must:-

3.2.4.1 Get a medical certificate (MED3) from your GP confirming your inability to attend work. This form must be sent to your supervisor immediately.

3.2.4.2 If you cannot return to work when your medical certificate expires, you must obtain another medical certificate from your GP and send it to your supervisor immediately. Certificates are required to cover the total period of your absence.

3.2.4.3 You must telephone your supervisor at least one working day before you return to work so that arrangements can be made for your return.

3.2.4.4 If your last medical certificate does not specify a date on which you can resume your duties before you return you must supply the Council with a medical clearance certificate confirming that you are fit to return to work.

#### **Sickness Scheme**

3.3 The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.

3.4 Employees are entitled to receive sick pay for the following periods:

During 1<sup>st</sup> year of service            1 month's full pay and (after completing 4 months service) 2 months half-pay

During 2<sup>nd</sup> year of service           2 months' full pay and 2 months half pay

During 3<sup>rd</sup> year of service           4 months' full pay and 4 months half pay

During 4<sup>th</sup> & 5<sup>th</sup> years of service   5 months' full pay and 5 months half pay

After 5 years' service                6 months' full pay and 6 months half pay

3.5 The Council shall have discretion to extend the period of sick pay in exceptional cases.

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

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

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

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

## 4 DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS

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

## **5 HOLIDAYS**

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

## 6 ACCIDENTS

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

## **7 SMOKING**

### **7.1 Purpose**

This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces). Laws banning smoking in public places (including workplaces) came in to effect on 26 March 2006 in Scotland, 2 April 2007 in Wales and 1st July 2007 in England.

Exposure to second-hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not stop potentially dangerous exposure.

### **7.2 Policy**

It is the policy of the Council that all of its workplaces are smoke-free and all employees have a right to work in a smoke-free environment. Staff should note that the prohibition on smoking in the workplace also applies to electronic cigarettes and other vaporisers which will, for the purposes of this policy, be treated in the same way as cigarettes.

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

### **7.3 Implementation**

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

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

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

### **7.4 Non-compliance**

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

## **8 FIRE**

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

## **9 INTERNET AND EMAIL**

### **Introduction**

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

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

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

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

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

### **Security**

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

### **General Rules**

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

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

### **Internet**

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

### **SOCIAL NETWORKING SITES**

#### **Council Equipment**

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

## **Personal Equipment**

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

## **10 JURY DUTY**

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

## **11 UNAUTHORISED ABSENCE**

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

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

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

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

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

### **13 DRESS CODE**

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

## **14 SEARCH**

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

## **15 INCLEMENT WEATHER**

- 15.1 The Council will endeavour to open for business every normal working day regardless of weather conditions.
- 15.2 If it is impossible for you to come into work due to inclement weather conditions, you must telephone within 30 minutes of your scheduled starting time to inform the Clerk.
- 15.3 If inclement weather conditions cause a substantial delay in your arrival at work, you should notify the Clerk as soon as possible. Lost time will be unpaid or made up with the prior authority of the Clerk;
- 15.4 If the Council decides that in the interests of health and safety employees should be permitted to leave for home before the end of their normal working day / shift due to weather conditions then employees will be paid at their basic rate as if they had stayed at work until the end of their normal working day / shift.

## **16 INDEMNITY OF EMPLOYEES**

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

## **17 APPRAISAL**

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

## **SECTION 2 – POLICIES**

### **1. DISCIPLINARY POLICY**

#### **Purpose and scope**

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

#### **Principles**

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

#### **The Procedure**

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

- 1.9 This will normally be either:

- *an improvement note for unsatisfactory performance* if performance does not meet acceptable standards. This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The individual will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for 12 months, but will then be considered spent – subject to achieving and sustaining satisfactory performance.

*or*

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

##### *Final written warning*

- 1.10 If the offence is sufficiently serious, or if there is further misconduct or a failure to improve performance during the currency of a prior warning, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve

may lead to dismissal (or some other action short of dismissal) and will refer to the right of appeal. A copy of this written warning will be kept by the supervisor but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct or performance.

#### *Dismissal or other sanction*

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

#### **Gross misconduct**

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

#### **Appeals**

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

## **2 GRIEVANCE POLICY**

### **Dealing with grievances informally**

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

### **Formal grievance**

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

### **Grievance hearing**

- 2.3 A meeting will be arranged with your manager to discuss your grievance. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request. After the meeting you will be given a decision in writing, normally within 24 hours.

### **Appeal**

- 2.4 If you are unhappy with the decision and you wish to appeal you should inform the Clerk. You will be invited to an appeal meeting, normally within 5 days, and your appeal will be heard by a more senior manager. You have the right to be accompanied by a colleague or trade union representative at this meeting if you make a reasonable request.
- 2.5 After the meeting the Manager will give you a decision, normally within 24 hours. This decision is final.

### **Mediation**

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

### 3 EQUAL OPPORTUNITIES POLICY

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

#### What is unlawful discrimination?

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

#### Commitment

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

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

## 4 HARASSMENT POLICY

- 4.1 Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.
- 4.2 Harassment is either:
- 4.2.1 Unwanted conduct which affects the dignity of men or women at work; or
  - 4.2.2 Bullying of a colleague by intimidatory behaviour; or
  - 4.2.3 Unfavourable conduct at work, whether verbal or non-verbal, towards someone which could affect his/her dignity at work.
- 4.3 A single incident can amount to harassment if sufficiently grave.
- 4.4 Examples of harassment include:
- 4.4.1 Jokes and pranks of a racial nature.
  - 4.4.2 Lewd comments about appearance.
  - 4.4.3 Unnecessary physical contact.
  - 4.4.4 Displays of sexually offensive material, e.g. pin-ups.
  - 4.4.5 Requests for sexual favours.
  - 4.4.6 Speculation about a person's private life and or sexual activities.
  - 4.4.7 Threatened or actual violence.
  - 4.4.8 Unreasonable and unjustifiable threat of dismissal, loss of promotion, etc.
  - 4.4.9 Jokes about a person being either too old or too young to do a job properly.
- 4.5 Bullying is defined as any form of physical or verbal attack and/or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.
- 4.6 You may complain of behaviour that you find offensive even if it is not directed at you personally and you do not personally possess the relevant Protected Characteristic.
- 4.7 You are also protected from harassment related to Discrimination by Perception and Associative Discrimination as defined in paragraphs 3.5 and 3.6 of the Equal Opportunities Policy above.
- 4.8 Where harassment arises from people not directly employed by the Council eg. customers or clients, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.
- 4.9 Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Council's grievance procedure.

## **5 EQUAL PAY POLICY**

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

## **6 DIGNITY AT WORK POLICY**

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

## **7 STRESS POLICY**

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

## **8 RELATIONSHIPS AT WORK**

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

and an employee will not bar anyone from applying to the Council for employment, but relationships must be declared at the outset.

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

## 9 MATERNITY POLICY

### Ante-natal Care

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

### **Qualification and Notification for Maternity Leave**

- 9.3 You are entitled to maternity leave provided you notify the Company by the end of the 15th week before the expected week of childbirth (EWC) of:
- 9.3.1 the fact that you are pregnant; and
  - 9.3.2 your EWC; and
  - 9.3.3 the date on which you intend your maternity leave to start. This date cannot be earlier than the beginning of the 11th week before your EWC.
  - 9.3.4 You must also provide the Company with the original Maternity Certificate (MAT B1) issued by your doctor.
- 9.4 If you cannot provide this information on or before the 15th week before your EWC you should do so as soon as is reasonably practicable.
- 9.5 You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.
- 9.6 Your maternity leave will begin on the date chosen by you except:
- 9.6.1 where you are absent from work for a pregnancy-related reason in the four weeks before your EWC, when your leave begins on the first day of absence.
  - 9.6.2 where your baby is born earlier than your chosen start date, when your maternity leave begins on the day following the birth.
- 9.7 If you change your mind about your intended start date of leave, you must give the Company at least 28 days' notice before either the original or new start date of leave, whichever is the earlier.
- 9.8 If you give less than 28 days' notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Company may refuse to allow you to start your maternity leave until the 29th day after receiving your notification.
- 9.9 You should inform your manager as soon as reasonably practical of your baby's actual date of birth.

### **Duration**

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

## **Expected Date of Return**

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

## **Maternity Pay**

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

## **Statutory Maternity Pay**

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

## **Maternity Allowance**

- 9.17 If you do not qualify for SMP, the Company will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.
- 9.18 Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less.
- 9.19 It is your responsibility to claim Maternity Allowance from Jobcentre Plus.

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

- 9.20 You can work for up to ten days during your Maternity Leave Period (MLP) for the Company, without bringing your MLP to an end. These are called Keeping in Touch (KIT) days. If you take any KIT days in the Maternity Pay Period (MPP), i.e. the first 39 weeks, you will not lose your entitlement to SMP. Once you have worked for ten days, you will lose SMP for each week in your MPP in which you do any further work. If you wish to consider working on KIT days, please contact your manager who will discuss arrangements with you and agree terms and remuneration.

9.21 If you:

9.21.1 are taken into legal custody, or

9.21.2 work for another Company

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

### **Returning To Work**

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

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

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

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

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

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

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

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

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

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

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

### **Health and Safety**

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

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

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

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

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

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

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

- 9.33 At the same time as giving the Council the Maternity Certificate and informing us of your pregnancy, you should also give notice of the date on which you intend to start maternity leave. If you cannot provide this information on or before the 15<sup>th</sup> week before the EWC you should do so as soon as is reasonably practicable.
- 9.34 If you change your mind about your intended start date of leave, you must give the Council at least 28 days notice either before the original or new start date of leave, whichever is the earliest.
- 9.35 If you give less than 28 days notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Council may refuse to allow you to start your maternity leave until the 29<sup>th</sup> day after receipt of notice.

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

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

### **Maternity Payment Period**

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

### **Maternity Pay**

- 9.14 Payments for employees who have less than 1 year's continuous local government service at the beginning of the 11<sup>th</sup> week before the EWC shall be the employee's entitlement to Statutory Maternity Pay (SMP).
- 9.15 Payments for employees who have completed not less than one year's continuous local government service at the 11<sup>th</sup> week before the EWC shall be as follows:
- 9.16 For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
- 9.17 If having declared her intention to return to work then for the subsequent 12 weeks she shall be paid half a week's pay without deduction except by the extent to which the combined pay and SMP (or MA and any dependants' allowances if the employee is not eligible for SMP) exceeds full pay.
- 9.18 For employees not intending to return to work payments during the subsequent 12 weeks shall be the employee's entitlement to SMP.

- 9.19 Payments made by the Council during maternity leave under 9.17 above shall be made on the understanding that the employee will return to local authority employment for a period of at least three months, which may be varied by the local authority on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the authority may decide. Payments made to the employee by way of SMP are not refundable.

### **A Week's Pay**

- 9.20 The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the authority to the employee under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.

### **Statutory Maternity Pay**

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

### **Maternity Allowance**

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

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

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

9.29 If you:

9.29.1 are taken into legal custody, or

9.29.2 work for another Council

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

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

9.30 You should inform your supervisor or Clerk as soon as reasonably practical of your baby's actual date of birth.

### **Returning To Work**

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

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

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

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

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

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

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

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

### **The Job**

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

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

### **Keeping in Touch Days**

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

9.40 If you wish to consider working during this period please contact your supervisor or Clerk who will notify you and agree terms and remuneration.

**Health & Safety**

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

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

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

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

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

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

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

## 10 PATERNITY LEAVE POLICY

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

### Qualification

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

### Duration of Leave

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

### When Leave can be Taken

- 10.8 You can choose to start your leave:
  - 10.8.1 from the date of the child's birth (or date of placement in adoption cases); or
  - 10.8.2 from a chosen number of days or weeks after the date of the child's birth or placement; or
  - 10.8.3 from a chosen date.
- 10.9 The leave must be completed:
  - 10.9.1 within 56 days (8 weeks) of the actual date of birth of the child; or

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

### **Notification**

10.10 You must inform the Council of your intention to take paternity leave by the 15<sup>th</sup> week before the baby is expected. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay.

10.11 You must also inform the Council:

10.11.1 of the Expected Week of Childbirth (the week the baby is due);

10.11.2 whether you wish to take one or two weeks' paternity leave;

10.11.3 of the date on which you want your leave to start.

10.12 You can change your mind about the date you want your paternity leave to begin, provided you give the Council at least 28 days' notice, ending at the original start date or new start date, whichever is the earlier. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay. If notice is given late and the explanation for the delay is inadequate the Council can postpone the start of your paternity leave until the 29<sup>th</sup> day after receipt of the notice.

10.13 It is not necessary for you to give notice of expected return date, since the leave is only one or two weeks in duration.

### **Statutory Paternity Pay**

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

### **Qualification**

10.15 To qualify for SPP, you must:

10.15.1 have continuous service with the Council for not less than 26 weeks by the 15<sup>th</sup> week before the child is expected to be born (or placed for adoption); and

10.15.2 have continuous service with the Council from that 15<sup>th</sup> week up to the child's date of birth (or placement); and

10.15.3 be the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and

10.15.4 have or expect to have responsibility for the child's upbringing; and

10.15.5 give appropriate notification; and

10.15.6 give the Council a self-certificate to support your entitlement to SPP;

10.15.7 have average weekly earnings equal to or above the Lower Earnings Limit applying to National Insurance Contributions (NICs).

### **Amount Paid**

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

## **11 ADOPTION LEAVE POLICY**

### **Qualification**

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

### **Notification**

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

### **Matching Certificate**

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

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

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

### **Duration of Leave**

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

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

11.12 You can choose to start your leave either:

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

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

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

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

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

### **Returning to Work**

#### **Right to Return**

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

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

#### **Notice of Return**

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

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

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

#### **Adoption Pay**

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

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

11.21.2 give appropriate notification to the Company; and

11.21.3 gives the Company a completed Self Certificate; and

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

### **Notification**

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

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

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

### **Amount Paid**

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

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

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

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

## **12 PARENTAL LEAVE POLICY**

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

### **Eligibility**

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

### **Entitlements**

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

### **Time Limit**

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

### **Parental Leave Scheme**

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

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

- 12.12 At the present time there is NO ENTITLEMENT TO REMUNERATION, ie the leave is unpaid. However, you are guaranteed the right to return to the same job as before you went on leave.
- 12.13 In the case of mothers taking parental leave immediately following maternity leave there are special provisions depending on whether the mother has taken ordinary or additional maternity leave;
- 12.14 **Ordinary** maternity leave period (26 weeks) - return to the same job;

- 12.15 **Additional** maternity leave period - return to the same job unless this would not have been reasonably practicable at the end of the additional leave period and is still not reasonably practicable, in which case a similar job which has the same or better status, terms and conditions as the old job.
- 12.16 During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, compensation in the event of redundancy and disciplinary and grievance procedures.

### **Postponement of Leave**

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

### **13. SHARED PARENTAL LEAVE**

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

## **14 TIME OFF FOR DEPENDANTS POLICY**

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

### **Dependants**

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

### **The Emergency**

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

### **Length of Time Off**

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

### **Notice**

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

## **15 FLEXIBLE WORKING POLICY**

### **Qualification**

15.1 To make a flexible working request, you must:

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

### **Scope of a Request**

15.2 If you qualify, you may request:

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

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

### **Your Application**

15.4 Before making a flexible working request you should consider:

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

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

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

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

### **Our Response**

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

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

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

## **The Meeting**

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

## **After the Meeting**

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

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

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

## **The Appeal Procedure**

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

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

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

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

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

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

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

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

## **17 ALCOHOL AND DRUG ABUSE POLICY**

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

## **18 BEREAVEMENT POLICY**

- 18.1 It is the policy of the Council to grant all employees up to 10 days bereavement time off without loss of pay when a death occurs in an employee's immediate family (i.e. mother, father, wife/husband, live in partner, sister, brother, daughter, son or grandchildren). An employee will not be eligible to receive paid bereavement time-off benefits while off or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

## **19 DATA PROTECTION POLICY**

- 19.1 We will process personal data and sensitive personal data (also known as 'special categories' of personal data') relating to you in accordance with our Data Protection Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.
- 19.2 We may monitor staff in accordance with our policies relating to email, internet, CCTV and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.
- 19.3 You will comply with your obligations under our data protection policy and other relevant policies as directed.

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

### **General**

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

### **Choice of vehicle**

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

### **Running and Other Costs**

- 20.5 The Council will pay/arrange for Council vehicles provided to be comprehensively insured and taxed.
- 20.6 Employees are responsible for ensuring that their Council vehicles are kept clean (both inside and out) and are maintained in a roadworthy condition. The Council will reimburse all reasonable servicing and maintenance costs properly incurred (excluding car valet or car wash charges) on the production of garage receipts.

### **Employee Obligations**

- 20.8 Employees provided with a Council vehicle are required to comply with the following requirements, which are conditions of entitlement to the use or benefit of a Council vehicle:-
- 20.8.1 to take reasonable care of the vehicle and to keep it in a clean condition;
- 20.8.2 to keep the vehicle in a roadworthy condition and to take appropriate action to remedy any faults;
- 20.8.3 to report at the earliest opportunity to the Council any damage to the vehicle or any accident arising from its use, regardless of how such damage or accident occurred. Failure to do so may lead to loss of insurance cover for such damage or accident, in which event the Employee will be liable to indemnify the Council for such loss;
- 20.8.4 to report at the earliest opportunity any incident concerning the police which arises from the use of the Council vehicle;
- 20.8.5 to comply with the provisions and conditions of any policy of insurance relating to the vehicle and the Council's requirements in respect of assisting with insurance claims or investigations into accidents, damage or police enquiries arising from the use of the Council vehicle. The employee is responsible for the above matters, even if not personally driving the Council vehicle at the relevant time. No person other than the authorised employee is allowed to drive the vehicle unless they have the written permission of the Council.

## **Accidents**

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

## **Criminal Proceedings**

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

## **Termination of Employment**

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

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

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

Senior Managers must:

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

Line Managers must ensure that:

- they also lead by personal example
- they do not expect staff to answer calls when they are driving
- staff understand their responsibilities not to use a hand-held or hands-free mobile phone while driving

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

Staff who drive for work must:

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

### **Variations**

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

## 21 WHISTLEBLOWING POLICY

### What Is Whistleblowing?

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

### Our Policy

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

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

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

please raise your concerns immediately with the Clerk.

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

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

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

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

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

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

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

## **22 ANTI-BRIBERY STATEMENT**

- 22.1 The Council is committed to applying the highest standards of ethical conduct and integrity to its business activities in the UK and overseas. When acting on behalf of the Council you are responsible for maintaining the Council's reputation and for conducting business honestly and professionally.
- 22.2 The integrity and reputation of the Council depends on the honesty, fairness and integrity brought to the job by everyone associated with the Council.
- 22.3 The Council will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.
- 22.4 The Councillors and senior management are committed to implementing and enforcing effective systems throughout the Council to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010.
- 22.5 The Council's Anti-Bribery procedures apply to all employees, as well as agency workers, consultants and contractors both in the UK and overseas.
- 22.6 All employees and any other individuals acting on behalf of the Council are required to familiarise themselves with and comply with the Council's Anti-Bribery Procedures.
- 22.7 A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or Council to induce or influence that individual or Council to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, or not in accordance with a position of trust).
- 22.8 All employees and any other person acting on behalf of the Council are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or Council in order to gain any commercial, contractual or regulatory advantage for the Council in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.
- 22.9 The Council will continue to provide bona fide hospitality to clients and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Council's anti-bribery procedures.
- 22.10 In the course of providing services to clients, or in dealings with suppliers, or any other person having similar connections to the Council, employees should under no circumstances accept money, gifts or other forms of reward with a value exceeding £25 without prior consent from the Clerk. All such reported gifts shall be recorded.
- 22.11 Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Clerk before proceeding.
- 22.12 Any breach of the Council's Anti-Bribery procedures will normally be treated as Gross Misconduct.
- 22.13 Employees should also note that bribery is a criminal offence.
- 22.14 The Council will not conduct business with third parties including clients, suppliers, agents or representatives who are not prepared to support its anti-bribery objectives.

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