

**CHIGWELL PARISH
COUNCIL**

EMPLOYEE HANDBOOK

SECTION 1

CONTENTS

SECTION 1

<u>INTRODUCTION</u>	2
<u>JOINING THE ORGANISATION</u>	3
<u>OUR RULES AND STANDARDS OF CONDUCT</u>	5
<u>PAY AND EXPENSES</u>	10
<u>ANNUAL LEAVE</u>	11
<u>SICKNESS ABSENCE</u>	14
<u>FAMILY FRIENDLY ENTITLEMENTS</u>	17
<u>TIME OFF WORK</u>	18
<u>PERFORMANCE AND TRAINING</u>	21
<u>CONFIDENTIALITY AND SECURITY</u>	22
<u>TERMINATION OF EMPLOYMENT</u>	24
<u>SECTION 2</u>	
<u>EQUAL OPPORTUNITIES</u>	1
<u>DIGNITY AT WORK POLICY</u>	4
<u>CONFIDENTIAL REPORTING POLICY</u>	8
<u>DISCIPLINARY AND DISMISSAL PROCEDURE</u>	10
<u>GRIEVANCE PROCEDURE</u>	16
<u>INFORMATION TECHNOLOGY AND COMMUNICATIONS POLICY</u>	20
<u>CAPABILITY POLICY</u>	23
<u>ANTI-BRIBERY POLICY</u>	28

INTRODUCTION

Welcome to Chigwell Parish Council. We hope you will be very happy as part of our team.

We strive to provide the highest standards of service. To do so, it is essential that we maintain a positive working environment which enables all of our employees to work to their full potential. We hope you will assist us in achieving this aim by observing our rules, policies and procedures.

It is your responsibility to study the contents of this handbook. By doing so, you will gain useful information about our culture and values. You will also find out what you can expect from us as an employer and what we will expect of you as an employee.

Section 1 of this handbook is contractual and section 2 is a summary of our policies and procedures. Together with your offer letter and your Statement of Particulars of Employment, the contents of Section 1 of this handbook (where suitable for incorporation as contractual terms) form part of your contract of employment. Accordingly, it is your responsibility to read and understand the contents of the handbook. In the event of any conflict between the terms of Section 1 of this handbook and your Statement of Particulars of Employment, the terms of the latter document will prevail.

Section 1 of this Handbook and your Statement of Particulars of Employment are supplemented by the policies and procedures summarised in Section 2 which are relevant to your employment. Such policies are not contractual but they are important documents and you are required to be aware of their contents.

Our policies will be reviewed and updated from time to time. We reserve the right to make reasonable modifications to the content of the handbook from time to time. Minor changes of detail, or changes required to comply with current legislation, will be notified to you by general notice. Any fundamental alterations will only be implemented following full consultation with the relevant employees.

JOINING THE ORGANISATION

PERSONNEL FILE

On the commencement of your employment, we shall create a personnel file containing documents, letters, etc. relating to your employment with us.

We hold personal data to ensure compliance with our record keeping obligations and for the purpose of personnel administration. All personal data will be retained by us in a manual or computerised form and will be processed by us and or/our representatives in accordance with the current statutory requirements. If your personal data is to be shared with any third party outside of the organisation, this will be in compliance with the GDPR.

We may use the information we hold to contact you when required. Such contact may require to be made outside your normal working hours.

In accordance with data protection legislation, we shall maintain our records as accurately as possible. We require to be advised of any change in your personal circumstances or details, e.g. telephone number, change of address, change of next of kin.

You have the right to access, on request, certain information held by us on file about you.

We shall usually provide you with a copy of the requested information within 1 month of a valid request. We may on occasion, when your request is made via an unrecognised email address, for example, ask for evidence of verification that the request is from yourself. In exceptional circumstances where the deadline cannot be reached, we will write to you within 1 month of the verification of your request to advise of when the information will be provided.

IDENTITY DOCUMENTATION

Before starting work with us, we shall have requested documentation from you proving your entitlement to work in the UK.

We are required to check and to satisfy ourselves that you are the rightful holder of any document/s that you provide to us. All documents will be checked for the likeness of photographs, dates of birth being consistent with your appearance, expiry dates, stamps, endorsements and names. Photocopies of the document/relevant parts of the document will be kept on your personnel file.

Depending on the particular documentation with which you have provided us prior to commencing your employment, we may require to undertake follow-up checks of your documentation on an annual basis. If in such circumstances you are unable to provide us with original copies of the documentation required in terms of the relevant legislation, your employment will be terminated.

MISREPRESENTATION

Your employment is subject to the factual accuracy of information provided to us such as but not limited to: the information on your CV/references, your qualifications, and membership of professional bodies.

Therefore, if we discover you provided false or misleading information to secure your employment, we will investigate and may invoke our disciplinary procedure. Depending on the particular

circumstances, we may deem the provision of false and misleading information to be Gross Misconduct.

JOB DESCRIPTION

We will issue you with a Job Description for your role with us. This will describe the main tasks and responsibilities of your job so that there is a proper understanding of the requirements of your job.

To reflect the changing needs of the business, adjustments to your Job Description may be necessary from time to time. (You will be consulted before any change.)

Any job description provided to you will not form part of your contract of employment unless specified otherwise.

PROBATIONARY PERIOD

Your first six months of employment with us will be a probationary period allowing us to monitor your capability, suitability and conduct.

Your employment may require to be terminated during, or at the conclusion of, your probationary period if we consider you to be unsuitable for your particular role. Alternatively, we may decide to extend your probationary period to allow us further time to assess your suitability.

Any authorised leave taken during the probationary period will normally result in an equivalent extension of the duration of the probationary period.

INDUCTION

We shall attempt to ensure that you are introduced to your job in a manner appropriate to the work to be undertaken by you. You will be trained, where necessary, in order that you are aware of our culture and our practices and can operate to the required standard.

When you are issued with documentation as part of your induction and sign to acknowledge receipt of the same, we understand from your signature that you have read and understood that documentation.

If, following your induction, you are confused about any aspect of our procedures or practice, or you have any concerns regarding your ability to operate to the required standard, you should contact us immediately.

OUR RULES AND STANDARDS OF CONDUCT

TIMEKEEPING

Our effectiveness depends on the regular and punctual attendance of all employees.

You are responsible for ensuring that you arrive at work early enough to enable you to begin your work at the appointed start time. Similarly, you are required to remain at work at least until your contracted finishing time, unless you have been authorised to leave work early. The same principles apply to breaks; you must not exceed the time allocated unless you have been authorised to do so.

If you are likely to be late for work at the start of your working day/shift, you must telephone as soon as possible to explain the situation and give an indication of when you expect to arrive at work.

If, on review, we consider that your timekeeping record has been unsatisfactory, we may invoke our disciplinary procedure.

You are required to comply with the time recording rules and procedures applicable to your position. Failure to comply with our rules, without a satisfactory reason, could result in disciplinary action being taken against you.

APPEARANCE AND DRESS

Your appearance must be professional at all times both within the workplace and when representing our business elsewhere. You should wear clothing appropriate to your position. You should also maintain a good standard of personal hygiene.

If your role requires protective clothing, you are required to wear this clothing while carrying out your duties whenever required by law or our rules.

If you are unclear about any item or aspect of these rules please contact us for clarification. If you disregard the rules, you may be subject to disciplinary action. In serious cases, where your appearance and/or hygiene are unacceptable, you will be required to return home to change or correct your personal hygiene. In these circumstances, you will not be paid for the duration of your absence from work.

ABSENT WITHOUT LEAVE (AWOL)

You may be treated as AWOL if you fail to comply with our sickness absence reporting procedure, fail to attend work, fail to return from holiday or are absent from work for any other reason without permission.

If you are absent from work without good cause and/or fail to notify us of your absence, this may lead to disciplinary action being taken against you up to and including summary dismissal.

GENERAL CONDUCT AT WORK

During working hours, you are required to devote all your time and energies to the service of the business.

We expect you to conduct yourself in a reasonable and appropriate manner towards all those with whom you come into contact during the course of your employment with us.

You have an obligation to ensure that you do not act in a manner, which could be considered to be discriminatory conduct, harassment or bullying.

You are expected to achieve and maintain a good standard of work and to demonstrate a conscientious approach to your role.

You are expected to show the skill or aptitude required for the job, especially where such skills are claimed or implied at the time your employment commenced.

You are expected to read and observe all authorised notices that are displayed by us.

HEALTH AND SAFETY

We expect you to observe our Health and Safety Policy and any related rules and procedures.

You must not take any action that may threaten your own health and safety or that of your colleagues or of any third parties.

You should report any health and safety concerns without delay.

We should be advised of any accidents that take place on our premises or that occur during working hours. Every accident, no matter how minor, should be reported in the accident book in the Office and Cemetery and the Clerk to the Council should be informed. We will require your co-operation into any subsequent investigations carried out by us.

DRUGS AND ALCOHOL

We expressly prohibit the use of any illegal drugs or of any prescription drugs that have not been prescribed to you.

It is a criminal offence to be in possession of, use or distribute an illicit substance. If we suspect you have committed any such offences during the course of your employment, the alleged offence will be investigated by us. This may lead to disciplinary action being taken against you up to and including summary dismissal and the matter being reported to the Police.

You must not:

- report, or endeavour to report, for duty having consumed drugs or alcohol likely to render you unfit and/or unsafe for work;
- consume or be under the influence of drugs or alcohol while on duty, including during authorised breaks;
- store drugs or alcohol in personal areas such as lockers and desk drawers;
- attempt to sell or give drugs or alcohol to any other employee or other person during the course of your employment.

You should inform us of any prescribed medication that may have an effect on your ability to carry out your work properly. Drugs that cause drowsiness must not be used while at work.

If you are suffering from a drug or alcohol dependency you should advise a member of senior management of your own choosing. We will seek to provide reasonable assistance by treating

absences for treatment and/or rehabilitation as sickness absence. If you fail to accept help or fail to continue with treatment you may be subject to disciplinary action up to and including dismissal.

SMOKING

We do not permit smoking anywhere on our premises (or within any of our vehicles). This also includes the use of E-cigarettes, personal vaporizers (PVs), and electronic nicotine delivery systems.

Any breach of our rules on smoking may lead to disciplinary action being taken against you.

POLITICAL ACTIVITY

While we recognise your right to hold political opinions and to take part in political activity in your own time, you are not permitted to take part in any type of political activity while you are at work.

CONTACT WITH FRIENDS OR RELATIVES

We discourage friends and relatives from contacting you at work except in the case of emergency.

TELEPHONE OR ELECTRONIC DEVICES

Our devices are intended for business use. We prohibit excessive personal use of our devices. If you breach these rules you will be responsible for the cost and may be subject to disciplinary action.

Safety/security

If you are issued with one of our devices, you must take proper care of it and ensure its security at all times. For example, devices should not be left unattended in parked cars.

If, as a result of your carelessness or negligence, any of our devices are lost or damaged, we reserve the right to take appropriate disciplinary action against you and deduct the cost of replacement or repair from your salary or wage.

OUR PROPERTY

You should use our property only for the purpose for which it is intended. Our property must not be removed from our premises without our prior written approval.

If you become aware of any loss of, or damage to, our property you should report the matter to the Clerk to the Council immediately.

MINIMUM WASTE

We endeavour to run our operations in a cost-effective and efficient manner. This is necessary to protect the future of our business and also minimises the environmental effect of our operations. Accordingly, you should take care during the performance of your duties to avoid any unnecessary use of services, energy etc.

PERSONAL PROPERTY

Items of personal property, including motor cars and other vehicles, are brought onto and left on our premises at your own risk. We do not accept responsibility for loss of, or damage to, any such property.

OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

You are not permitted to undertake any other employment, or hold any office, without our express written permission. This does not apply to zero hour employees.

We will not permit you to have any interest in any business or undertaking or to engage in any other activities that might interfere with the performance of your duties or create a conflict of interest.

If you wish to be engaged in any other employment or to have any outside business interest, whether financial or otherwise, you must first seek the written permission of the Clerk to the Council or Committee Chairman.

CONDUCT OUTSIDE WORKING HOURS

We do not wish to intrude on your interests/activities outside normal working hours. However, you should not become involved in activities which prevent you from fulfilling your duties, which result in adverse publicity to the business, which brings the business into disrepute or which harms our commercial relationships. For the avoidance of doubt this requirement involves the appropriate use of social networking sites which are in the public domain.

Any breach of the above rules may result in disciplinary action being taken against you under our disciplinary procedure which could result in your dismissal.

DISCLOSURE OF CRIMINAL CONVICTIONS

Criminal charges or convictions, for sexual offences or for offences of dishonesty or violence committed during the period of your employment with us, whether committed during or outside normal working hours should be reported to the Clerk to the Council/Committee Chairman immediately. Such charges, or convictions, may result in disciplinary action being taken against you up to and including summary dismissal. Failure to disclose such criminal proceedings/convictions that arise during the period of your employment could also result in disciplinary action being taken against you up to and including summary dismissal.

A charge or conviction for any other type of offence during the period of your employment should also be reported to Clerk to the Council/Committee Chairman. Such charges or convictions may result in disciplinary proceedings being taken against you, up to and including dismissal, where, in our opinion, the charge or conviction:

- affects your suitability for your role;
- impairs our business reputation;
- seriously undermine the trust and confidence that we have in you.

Failure to disclose such criminal proceedings/convictions that arise during the period of your employment could also result in disciplinary action being taken against you up to and including summary dismissal.

ACCEPTANCE OF GIFTS

If you are offered a gift, or hospitality of any kind, from an existing or potential business contact you must disclose the fact of the gift or hospitality, its nature and the identity of the other party to Clerk to the Council/Committee Chairman.

If the gift/hospitality is anything other than a small token of appreciation having no substantial financial value, you will be required to return the gift/refuse the hospitality and send a note to the other party explaining it is our policy that employees should not receive gifts or hospitality.

These rules do not apply to promotional gifts e.g. items such as stationery or pens that bear the logo or company name of another organisation provided that these items have no significant value.

GAMBLING

You are not permitted to gamble, bet, run sweep stakes on our premises without the prior written permission of Clerk to the Council.

BUYING/SELLING GOODS

Buying and/or selling of goods, whether on your own account, or on behalf of any other party is not permitted on our premises.

PRIVATE MAIL

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense unless specific permission has been given.

KEYHOLDING/ALARM SETTING

If you are an allocated key holder, you must ensure that you follow all guidelines and procedures when locking up. Keys and alarm codes must be kept safe at all times and not given to any third party unless authorisation is given from the Clerk to the Council.

Any loss or damage caused as a result of your negligence or carelessness, or failure to follow procedure may result in disciplinary action being taken against you, up to summary dismissal. In addition, we also reserve the right to deduct the cost of any loss, replacement or repair required.

PAY AND EXPENSES

RATE OF PAY

Your Statement of Particulars of Employment will specify the rate, frequency and method of payments of your wage/salary. This document will also specify whether you are entitled to payment for working additional hours.

PAY STATEMENT

An itemised pay statement will be sent to you on your normal pay date. This will show how the total amount of your pay has been calculated for the relevant pay period including any deductions that have been made such as PAYE and NI Contributions.

PAY ADMINISTRATION

It will be your responsibility to ensure we have been provided with a note of your bank/building society account name and number and sort code number, and to keep us advised of any changes to this account.

If you are overpaid for any reason, the excess will normally be deducted in full from your next payment. However, if this would result in hardship to you we may consider making a number of smaller deductions over a longer period.

Any pay queries should be raised with the Clerk to the Council.

TAX YEAR DETAILS

At the end of each tax year you shall receive a Form P60 detailing the total pay you have received during that year and the amount of any deductions made in respect of income tax and national insurance contributions.

We may also require to provide you with a P11D form detailing any benefits that you have received during that tax year.

Duplicates of these documents cannot be provided.

OTHER BENEFITS

Any benefits which we choose to provide, from time to time, which are not expressly referred to in this handbook or in your statement of particulars shall be regarded as ex gratia and made at our absolute discretion. The provision of any such benefits shall not confer any contractual entitlement upon you.

ANNUAL LEAVE

HOLIDAY YEAR

Our holiday year begins on the 1st April and ends on the 31st of March each year.

HOLIDAY ENTITLEMENT

Your Statement of Particulars of Employment details your annual holiday entitlement including any public/bank holidays, or substitute days, which are part of that annual holiday entitlement. You will be notified of any changes to your entitlement by letter or general notice.

The first 4 weeks' leave (including any public/bank holidays) taken by you each leave year will be regarded as Regulation 13 leave (i.e. the minimum four weeks' holiday to which you are entitled under EU law.)

During your first year of service

If you join us part way through a holiday year, you will be entitled to the proportion of your holiday entitlement based on the period of your employment during that holiday year.

During your first year of service, you will not normally be allowed to take holiday that has not been accrued at the time your holiday is taken.

Entitlement during your first year of service is calculated daily at the rate of 1/260th of your annual entitlement.

During sick leave

If you are absent on sick leave, you will continue to accrue your full statutory holiday entitlement (currently 5.6 working weeks). Any contractual holiday entitlement over and above the minimum statutory holiday entitlement will not accrue during any paid or unpaid period of sick leave once you have been continuously absent for a period of one month.

If you are absent on a period of sick leave which spans two separate holiday years, you may carry over unused holiday to the following leave year. For the avoidance of doubt, carry over under this rule will be restricted to Regulation 13 leave (i.e. the minimum four weeks' holiday to which you are entitled under EU law including public/bank holidays) less any leave already taken during the holiday year that has just ended. Accordingly, if you have taken four weeks' holiday by the end of the current holiday year, you will not be allowed to carry over any leave under this rule. If you have taken less than four weeks' holiday, the remainder of your four weeks of Regulation 13 leave may be carried over under this rule.

Any holiday that is carried over under this rule but is not taken within 18 months of the end of the holiday year in which it accrued will be lost.

CARRYING FORWARD ANNUAL LEAVE

We encourage you to take your entire annual holiday entitlement during the holiday year in which it has been accrued. However, at our absolute discretion, we may allow you to carry forward up to a

maximum of 5 working days into the following holiday year. This will only be considered if you have taken a minimum of 4 working weeks' annual leave during the current holiday year.

The carrying forward of leave must be confirmed by your Manager in writing. This written confirmation will specify the date by which this carried forward leave must be taken.

PAYMENT IN LIEU

We do not make payments in lieu of untaken holiday entitlement.

HOLIDAY REQUESTS

We will seek to be as flexible as possible when dealing with your requests for annual leave. However, in order that we can manage staffing levels we require at least four weeks' notice of holidays lasting more than one week, and one weeks' notice of single days.

You may not normally take more than three working weeks consecutively.

Requests will be processed by us in the order in which they have been received. All holiday requests must be made using our holiday request forms and submitted to the Clerk to the Council (or Chairman of the Committee for the Clerk).

Holidays may not be booked unless you have received authorisation from Clerk to the Council/Committee Chairman. Should you book a holiday prior to receiving the necessary authorisation from us, we will not accept liability for any financial loss resulting from the subsequent cancellation of the holiday.

We may need to refuse your request or vary the dates that you have requested in accordance with our staffing requirements. After your holiday dates have been confirmed you will not be entitled to change them without receiving the authorisation of Clerk to the Council/Committee Chairman.

SICKNESS DURING HOLIDAY

If you fall sick or are injured while on holiday, we will allow you to transfer to sick leave and take replacement holiday at a later time. This entitlement is subject to the following strict conditions:

- The total period of incapacity must be fully certificated by a qualified medical practitioner (where it exceeds seven days).
- You must contact us by telephone as soon as you know that there will be a period of incapacity during your holiday.
- You must submit a written request no later than 2 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to take at another time.

If you are ill or injured before the start of a period of planned holiday, we will consent to you postponing the holiday dates to another mutually agreed time. Any period of sickness absence will then be treated in accordance with our rules on sickness absence. You must submit a written request to postpone the planned holiday and this must be accompanied by a letter from your doctor confirming that you are unfit, or is still likely to be unfit, to take the holiday.

Your request to take any replacement holiday must be in accordance with our rules on holiday requests above. We may require you to take all or part of your replacement holiday on particular days.

We are not required to provide you with any minimum period of notice to do this although we will endeavour to provide reasonable notice.

UNAUTHORISED ANNUAL LEAVE

If you have been refused a request for annual leave, but fail to attend work (either saying that you are sick or by making no contact), we shall investigate this as a potential unauthorised absence.

TERMINATION OF EMPLOYMENT DURING THE HOLIDAY YEAR

If you leave our employment during a holiday year, you will be entitled to be paid for any accrued annual leave for that holiday year that you have not taken by the date of termination. We may require you to take any outstanding holiday entitlement during any period of notice, whether that period of notice has been given by you or by us.

If, on your date of termination, you have taken paid holiday leave in excess of your accrued entitlement for that holiday year, you shall be required to reimburse us in respect of this excess. We reserve the right to deduct the appropriate sum from your pay.

In the event that you are summarily dismissed, leave our employment without giving proper notice under your contract of employment or leave before your contractual notice period has expired, your entitlement to pay in lieu of outstanding holiday entitlement will be restricted to the statutory entitlement and you will not be entitled to pay in lieu of any contractual holiday over and above the statutory minimum entitlement.

SICKNESS ABSENCE

SHORT-TERM ABSENCES

While appreciating that there will inevitably be some short-term sickness absence amongst our employees, the efficiency of our operational and business needs is of vital importance. If you are frequently and persistently absent from work, this can damage our efficiency and productivity as well as placing an additional burden of work on your colleagues. Accordingly, if you are absent from work you will be required to comply with the following rules:

- notify the Clerk to the Council (or Chairman of the Committee for the Clerk) if you are ill or unable to attend work for any other reason. Notification should be made no later than 10.00 am. Notification should be made in person (unless there are exceptional circumstances for not doing so) by telephone. Text messaging will not be acceptable. You should explain the reason/s that you are unable to attend work and give an estimate of how long the absence will last.
- if you have been suffering from an infectious or contagious illness you should not report for work without obtaining clearance from your doctor to do so. If you are in any doubt about this matter, you should notify us and consult your doctor.
- attend a return to work interview with your Manager on your return to work to discuss your absence. We shall discuss the reasons for your absence including any personal problems which may be having a detrimental effect on your attendance record, failure to follow our notification procedures, fitness to resume your normal duties, general attendance record, and, if appropriate, an agreed timescale during which your general attendance can be assessed.
- complete and submit a self-certification form on return to work for all periods of sickness absence of up to one working week. If you are absent from work for longer than seven days your absence must be covered by a doctor's fit note certificate. Your first certificate should be submitted on the eighth calendar day of your absence and you must submit any further certificates on the day on which your previous certificate expires.
- provide a doctor's certificate or "fit note" for a period of sickness absence of seven days or less if specifically requested to do so by us. In these circumstances, we will reimburse you for the cost of obtaining a private certificate on submission to us of a receipt.
- agree on request to be interviewed and/or examined by an occupational doctor nominated by us and to authorise the release to us of any medical report instructed by us. We will meet all costs associated with any such examination and/or medical report.
- cooperate with regard to the possible implementation of any adjustments to job duties, hours or working conditions, resulting from recommendations made by your doctor. For the avoidance of doubt, the advice on a "fit note" is not binding on us and whilst we respect such advice and will consider it carefully we reserve the right not to follow it.

LONG TERM SICKNESS ABSENCE

While very sympathetic to long-term absences amongst our employees, we have to be attentive to our operational and business needs at all times. Accordingly, during any long-term absence we shall assess and review periodically with you, your capability to carry out your normal job. This process could ultimately result in a termination of your employment. In these circumstances we will:

- review your absence record to assess whether or not it justifies dismissal;
- fully consult with you and establish your own views and opinions with regard to your health;
- obtain up-to-date medical advice;
- consider any reasonable adjustments that could be made to facilitate your return to work;

- advise you in writing as soon as it is established that termination of employment has become a possibility;
- meet with you to discuss the options and to consider your views on continuing employment;
- consider whether there are any other jobs that you could do prior to taking any decision on whether or not to dismiss;
- allow a right of appeal against any decision to dismiss you on grounds of long-term ill health; and
- arrange a further meeting with you to determine any appeal.

CONTACT DURING ABSENCES

During any period of sickness absence, whether short or long term, we reserve the right to contact you in order to be made aware of your current state of health and/or to arrange a medical welfare meeting.

MEDICAL RECORDS AND REPORTS

As mentioned above, we may consider it necessary to request details regarding your health from a medical practitioner.

When this is the case, you will be fully informed of your rights under the Access to Medical Reports Act 1988 and/or the General Data Protection Regulations and your permission will be sought for the report to be obtained and/or any referral to be made.

If you have any queries on your rights under the Access to Medical Reports Act 1988 and/or the General Data Protection Regulations or the procedure to be followed, you should contact the Clerk to the Council (or Chairman of the Committee for the Clerk).

When requesting a report from your medical practitioner, we will provide the medical practitioner with as much information as possible on your role and explain why the report is being sought.

We will provide the medical practitioner with:

- your signed consent to the request for a medical report;
- confirmation that you are aware of your rights under the Access to Medical Reports Act 1988 and/or the General Data Protection Regulations;
- details of the major features of your job and information on your absence;

We will ask the medical practitioner to identify:

- the nature of your illness;
- when, if ever, you are likely to be fully fit to resume your normal duties;
- any alternative duties you may be fit to undertake and when you are likely to be fit to undertake such duties;
- any reasonable adjustments which could be made to your working conditions or work premises which would facilitate a return to work; and
- the likelihood of recurrence of the illness once you have returned to work.

If you refuse us permission, or delay consent to contact your medical practitioner, we may have to make a decision without the benefit of access to medical records.

If we wish to take action following the report, we shall do so only after consultation with you and full and careful consideration of all the facts provided.

SICK PAY

If you are absent from work due to sickness or injury for four days or more, we will pay statutory sick pay provided you are eligible in terms of the current SSP regulations and have complied with all relevant rules relating to sickness absence and notification.

Please refer to your individual terms and conditions for details of Company sick pay benefits, which would be offset against SSP.

RECOVERY OF SICK PAY PAYMENTS

All non-statutory payments paid to you during your absence due to sickness or injury will be treated as a loan from us to you.

If compensation is subsequently recovered by you from a third party (including private insurance) in respect of your absence, any non-statutory payments made by us should be repaid in full by you. We reserve the right to deduct from your pay the amount of any monies paid to you by us and subsequently recovered from a third party.

The amount of any repayment to us in such circumstances will not exceed the actual compensation recovered or the part of your compensation identified as loss of earnings. We shall not seek repayment of the loan if no compensation is recovered.

FAMILY FRIENDLY ENTITLEMENTS

MATERNITY RIGHTS

Your maternity rights will be in accordance with the current relevant statutory regulations.

PATERNITY RIGHTS

Your paternity rights will be in accordance with the current relevant statutory regulations.

ADOPTION RIGHTS

Your adoption rights will be in accordance with the current relevant statutory regulations.

PARENTAL LEAVE

Your rights in respect of parental leave will be in accordance with the current relevant statutory regulations.

FLEXIBLE WORKING

Your right to request flexible working will be in accordance with the current relevant statutory regulations.

SHARED PARENTAL LEAVE

Your rights to shared parental leave will be in accordance with the current relevant statutory regulations..

TIME OFF WORK

DEPENDANT INCIDENT LEAVE

You are entitled to take a reasonable amount of unpaid time off during working hours in order to take action:

- to provide assistance when a dependant falls ill, gives birth or is injured or assaulted;
- to make arrangements for the provision of care for an ill or injured dependant;
- in consequence of the death of a dependant;
- because of the unexpected disruption or termination of arrangements for the care of a dependant;
- to deal with an incident that involves your child and occurs unexpectedly while the child is at school/other educational establishment.

You must inform us of the reason for your absence and how long you expect to be absent as soon as is reasonably practicable. Time off work under this right is envisaged as being no more than one or two days in most cases.

A dependant is defined as your spouse, civil partner, child, parent, a person who lives with you other than as your employee, tenant, lodger or boarder, any other person who would reasonably rely on you for assistance if he/she fell ill or was injured or assaulted, or who would rely on you to make arrangements for the provision of care in the event of illness or injury; or in relation to the disruption or termination of care for a dependant, any other person who reasonably relies on you to make arrangements for the provision of their care.

COMPASSIONATE LEAVE

If you suffer bereavement we will endeavour to be sympathetic to your needs. The Clerk to the Council (or Chairman of the Committee for the Clerk) will discuss the situation with you and agree upon a suitable period of leave of absence and advise whether payment will be made during this leave of absence.

RELIGIOUS HOLIDAYS

Subject to the required notice of the holiday dates requested being given to us in the usual way you will normally be able to use your holiday entitlement to observe special religious holidays.

MEDICAL AND DENTAL APPOINTMENTS

We recognise that you may need, from time to time, to attend medical, hospital, dental, optometry and other similar appointments. You are required to try to arrange such appointments in your own time. If this is not possible, you should try to arrange such appointments at the very beginning or very end of the working day in order to minimise the inconvenience of your absence.

If you require time off to attend a medical or similar appointment you will be given reasonable time off with pay on the proviso that you have given the Clerk to the Council (or Chairman of the Committee for the Clerk) reasonable notice of the date and time of an appointment. You may be required to make up for the time off by working extra time on another occasion.

You must obtain approval from the Clerk to the Council in advance of any appointment. We reserve the right to ask you to reschedule an appointment if its timing would cause disruption to the business. We may also ask you to produce an appointment card.

If you are pregnant you have a statutory right to reasonable time off work with pay for antenatal appointments on medical advice. Paid time off in such circumstances will automatically be granted, although we will still have the right to request sight of your appointment card. If you have a qualifying relationship with a pregnant woman, you will be entitled to take unpaid time off to accompany the pregnant woman on up to two antenatal appointments.

If you are adopting a child alone, you have a statutory right to take paid time off to attend up to five adoption appointments. If you are part of a couple jointly adopting a child, you can elect for one of you to take paid time off to attend up to five adoption appointments and the other can elect to take unpaid time off to attend up to two adoption appointments.

JURY SERVICE

If you are called up for jury service or cited as a witness in a court case, you should contact the Clerk to the Council (or Chairman of the Committee for the Clerk) to request time off work. In requesting time off, you must provide a copy of the court summons/witness citation. You will be given time off without pay and you should submit a claim to the court for loss of earnings.

You should provide the Clerk to the Council with details of when you will be absent from work. On return to work you should also provide the date and time of your release from your jury /witness duties.

If on any day your services are not required at the court you shall return to work for that day.

PUBLIC DUTIES

If you hold a public office or public position, we will grant a reasonable amount of unpaid time off work so you can perform the duties associated with that position.

If, the amount of time off that you require for public duties becomes excessive, or begins to cause operational difficulties, we may refuse you further time off in the immediate future. Alternatively, you may be permitted to take time off out of your annual leave entitlement for this purpose.

You should provide written notification to the Clerk to the Council (or Chairman of the Committee for the Clerk) of any dates on which you wish to take time off work for public duties, stating the expected length of your absence. This notification should be provided as far in advance as possible.

SEVERE WEATHER/ PUBLIC TRANSPORT DISRUPTIONS

You should use your best endeavours to attend work in all circumstances.

If you are unable to attend work or are delayed by the weather conditions or disruptions to public transport you should contact the Clerk to the Council as soon as possible.

If you are delayed, you will have the opportunity to make up this time at a later date. If lateness amounts to half the time of your normal working day, we shall make a decision as to whether you will

- be allowed to work from home;
- take the time as unpaid leave;

- take the time as annual leave; or
- make up for the time at a later date.

PERFORMANCE AND TRAINING

PERFORMANCE REVIEW

We monitor performance on an ongoing basis. We believe this allows minor issues to be identified at an early stage in order that they can be remedied by either informal counselling or training.

We hope such an approach will resolve most problems. Regrettably, if we continue to have concerns about your performance we may need to conduct further investigations. We shall consider whether further training or assistance will resolve any difficulties identified but we reserve the right to take disciplinary action if we believe it is appropriate to do so.

INTERNAL AND EXTERNAL TRAINING

We appreciate that each of our employees is an asset to our organisation with the opportunity to develop if given suitable training opportunities.

You may be offered a range of training and development opportunities during the course of your employment. Providing training involves an investment of time and/or resources on our part. As a consequence, the offering of opportunities will always be considered in accordance with both your development and our business needs.

We may offer, or provide support for, the following types of training:

- **Skills Enhancement** – Your skills may be improved by on-the-job training given by recently trained and/or more experienced colleagues. On occasions, we may organise such training for you during the course of your employment. However, if on-the-job training cannot be arranged, or is inappropriate, we may decide to organise internal training events or to arrange for you to attend suitable external training. We shall also consider any specific requests made by you to attend external training which you believe will enhance your skills.
- **Programmes leading to professional/academic qualifications** - We encourage you to pursue continuous professional development and where appropriate to gain further qualifications.
- **Health and Safety Training** - You may be considered for courses dealing with health and safety issues including manual handling, risk assessment, fire safety, first aid, and food and hygiene regulations.

TRAINING COSTS

Training offered, or supported, by us will often have significant cost implications. Prior to commencing specific training courses, we may require you to sign our 'Training Costs Agreement'. This is necessary to protect our investment in your training if you leave our employment within the 12 month period immediately following the completion of the relevant course.

CONFIDENTIALITY AND SECURITY

CONFIDENTIALITY

In the course of your employment with us, you may come into possession of confidential information.

Confidential information is any information of a confidential nature relating to our business and may include:

- our business plans, business strategy and marketing plans;
- financial information relating to us, our financial results and financial forecasts;
- details regarding our employees and officers including the remuneration and other benefits paid to them;
- incidents and investigations relating to our operations or business;
- information relating to any pitches and tenders contemplated, offered or undertaken by us or on our behalf;
- confidential reports or research commissioned by or provided to us;
- any of our trade secrets including know-how and confidential transactions;
- details of any project on software development or any information relating to any type of replicated digital data medium including magnetic media tape, CD ROM or data designed to be circulated on the internet or any information relating to the methods, tools and techniques used by us in the course of our business;
- information relating to research activities undertaken by us or on our behalf;
- details of any transaction, contract or dealings with any person or body in respect of which we owe an obligation of confidence to a third party;
- any information which you have been told is confidential and any information which has been given to you in confidence by clients, suppliers or other persons.

This list is not exhaustive.

Unless acting in the proper performance of your duties, or required by law, you must not disclose to any person or body, or use, any confidential information that you obtain during the course of your employment. These restrictions apply to disclosure of confidential information to work colleagues apart from certain named individuals. These restrictions shall continue after your employment has been terminated but shall cease to apply to any information or knowledge that subsequently comes into the public domain, other than as a result of unauthorised disclosure by you.

Confidential information, in whatever format made or received by you during the course of your employment is our property.

You must return to us, on our request or upon termination of your employment, any confidential information which belongs to us and is in your possession or under your control. You must delete, on our request, all confidential information in your possession and destroy any other documents and/or items which are in your possession or under your control and which contain or refer to any confidential information.

You must not retain any copy/copies of any confidential information belonging to us. At any time during your employment, or following termination of your employment, we may require you to provide a written undertaking that you have returned all property belonging to us including confidential information and that you have not retained any copy/copies of confidential information belonging to us.

DATA PROTECTION

You understand the need for the collection, storage and processing by us, or by any associated Company, or by our third party representatives of any personal data, including special categories of personal data, relating to you as necessary as part of this employment relationship for various reasons. We will keep a record of our processing activities in respect of personal data in accordance with the requirements of the General Data Protection Regulation.

Special categories of personal data relating to you, as an example, may include but is not limited to self-certificates, doctors' certificates, medical reports or other health data, financial information and details of trade union membership.

We shall review any personal data held by us on a regular basis to ensure that it is accurate, relevant and up to date.

MEDIA STATEMENTS

Only the Clerk to the Council is authorised to make statements to the media concerning any matters relating to our business.

RIGHT TO MONITOR

We reserve the right to monitor. Any monitoring will be legally compliant and details of any monitoring will be made available to you.

RANDOM AND SPECIFIC CHECKS

Although we do not have the contractual right to search, we ask that you assist us in this matter if requested. You can have a colleague present during the search if you would like.

Searches may be required to protect both the business and our employees from illegal activities such as:

- any theft of our property or property belonging to another employee or third party; and
- the possession or supply of illegal substances.

If you are found to be in unauthorised possession of our property, or property belonging to another employee or other third party, or in possession of illegal substances, you will be suspended on full pay and the matter will be the subject of further investigation. This may lead to serious disciplinary action including dismissal. You may also be reported to the police.

CCTV

We have installed a CCTV system on our premises. Any processing will be legally compliant.

TERMINATION OF EMPLOYMENT

RESIGNATION

If you wish to terminate your employment you are required to give your notice in writing to the Clerk to the Council (or the Committee Chairman for the Clerk). Your letter should provide clear reasons for your decision. The notice given should be in accordance with the period of notice detailed in your Statement of Particulars of Employment.

We may require you to attend an exit interview prior to your departure.

NOTICE OF TERMINATION

Should you fail to give us proper notice of termination, or fail to work your full contractual notice without our prior agreement, we may withhold or deduct from any monies owed to you a sum equal to any loss suffered by us in consequence of your failure.

The sum deducted/withheld may be in part satisfaction of our claim only. Accordingly, we reserve the right to claim damages from you in excess of the sum deducted or withheld.

By mutual agreement, these notice periods may be waived or varied.

PAYMENT IN LIEU OF NOTICE

We reserve the right, at our absolute discretion, to make a payment in lieu of notice for all or any part of your notice period upon the termination of your employment (rather than your working out your notice period). This provision applies whether notice to terminate the contract is given by you or given by us.

GARDEN LEAVE

If you have resigned with notice, or you have been given notice of termination of your employment by us, we reserve the right, at our absolute discretion, to require you not to attend your place of work for all or part of the notice period.

In these circumstances, your contract of employment will continue in force until the end of your notice period and you will continue to receive full pay and any contractual benefits to which you are entitled in the normal way. You will also remain bound by all the obligations and restrictions set out in your contract of employment, save the duty to attend work. You must remain available to be contacted by us during this period.

You are not permitted to take up employment elsewhere during the notice period.

LOSS OF DRIVING LICENCE

Certain jobs within our business require the job-holder to be able to drive our vehicles. If it has been indicated to you that your job falls into this category, it is a condition of your employment that you hold, and continue to hold, a current driving licence. In the event that you lose your driving licence for any reason whatsoever, we reserve the right to terminate your employment.

RETIREMENT

We do not operate a compulsory retirement age for our employees

We believe that you should, wherever possible, be permitted to continue working for as long as you wish to do so however, we operate a flexible retirement policy and you may voluntarily retire at any time.

If you wish to retire voluntarily, you should inform the Clerk to the Council (or the Committee Chairman for the Clerk) in writing as far in advance as possible and, in any event, in accordance with your notice period as set out in your Statement of Particulars of Employment document. This will assist us with our succession planning.

We will then write to you acknowledging your notice to retire and arrange a meeting with you to discuss arrangements for retirement, including the intended retirement date, succession and handover plans, pension details and phased retirement, if applicable.

You should consider any pension provision you hold, and ensure you take independent financial advice before making any decision in relation to your retirement.

REDUNDANCY

We may face circumstances when factors such as changes in our market, changes in technology or changes in our organisational requirements may result in a potential redundancy situation.

We shall take all possible steps to avoid redundancies.

We will ensure that potentially affected employees are notified at the earliest possible opportunity whenever it appears that a redundancy situation may exist. Full consultation over any proposals involving possible redundancies will take place as soon as reasonably practicable and no final decision will be taken without full consideration of any suggested alternatives.

RETURN OF OUR PROPERTY

Prior to your official leaving date you must return to us all documents (including copies or summaries and whether in eye readable or machine readable form), software, hardware, books, office equipment, keys, uniform, security passes, credit or charge cards, vehicle and any other property belonging to us.

We reserve the right to specify an earlier date for the return of such property. You must also return to us any property that may come into your possession or control after the termination of your employment.

If you fail to return our property by your leaving date, or by any other specified date, we shall be entitled to withhold the whole or any part of any wages due from us to you up to the current market value of the property not returned. We also reserve the right to issue civil proceedings against you and claim compensation to the extent that any outstanding pay fails to cover the current market value of the property not returned.

EQUAL OPPORTUNITIES

Our Commitment and Aims

We are committed to providing equality of opportunity in our employment practices and procedures, and to avoiding unlawful discrimination being suffered by our employees, job applicants, clients or customers.

We will not discriminate directly or indirectly in recruitment or employment because of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief, or because someone is married or in a civil partnership. These are known as "protected characteristics".

We will not discriminate unlawfully against customers, contractors, suppliers or visitors using or attempting to use the goods, facilities and services that we provide.

This aim of this policy is to assist us in putting this commitment into practice to ensure all our employees are treated fairly, respectfully and without prejudice, so that you are able to maximise your full potential, and do not commit or are not subjected to unacceptable and unlawful acts of discrimination.

Our policy is implemented in accordance with the Equality Act 2010 and all other appropriate statutory requirements and has been compiled after consideration of all available guidance and relevant Codes of Practice.

We will strive to ensure that our work environment remains positive, free from harassment and bullying, and that everyone is treated with dignity and respect at all times in maintaining and sustaining equal opportunities in employment.

Types of Unlawful Discrimination

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

Indirect discrimination is where a provision, criterion or practice is applied that is discriminatory, in relation to individuals that have a protected characteristic. However, for there to be a claim of indirect discrimination the provision, criterion or practice must also:

- be to the detriment of people who share the particular protected characteristic compared with people who do not;
- not be a proportionate means of achieving a legitimate aim.

Harassment is where there is unwanted conduct related to one of the prohibited grounds which has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment. Harassment will have taken place in such circumstances even if this effect was not intended by the person responsible for the conduct.

Associative discrimination

Associative discrimination is where an individual is directly discriminated against or harassed due to their association with another individual who has a protected characteristic.

Perceptive discrimination

Perceptive discrimination is where an individual is directly discriminated against or harassed due to a mistaken perception that he/she has a particular protected characteristic.

Failure to make reasonable adjustments

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

Victimisation

Victimisation occurs where an employee is subjected to a detriment, because he/she made or supported a complaint or raised a grievance under the Equality Act 2010, or because he or she is suspected of doing so. However, an employee is not protected from victimisation if he or she gave false evidence or information, or made a false allegation, if the evidence or information is given, or the allegation is made, in bad faith.

Dignity at Work

We have a separate 'Dignity at Work Policy' concerning issues of bullying and harassment on any ground, and how complaints of this type will be dealt with once reported.

Responsibilities

You are required to support us in meeting our commitment to provide equal opportunities in employment and to avoid unlawful discrimination.

If you commit serious acts of harassment you may be guilty of a criminal offence. As well as exposing us to liability for unlawful discrimination, you can be held personally liable for such acts.

Acts of discrimination, harassment, bullying or victimisation against you or customers are disciplinary offences and will be dealt with under our disciplinary procedure. Such acts may in certain circumstances be tantamount to gross misconduct and could lead to your summary dismissal.

Redress

If you consider that you may have been unlawfully discriminated against or been the victim of a breach of this policy, you may use our grievance procedure to make a complaint.

If your complaint involves bullying or harassment, you should refer to the 'Dignity at Work Policy.'

We will take all complaints seriously and will seek to resolve any grievance which we uphold.

You will not be penalised for raising a grievance, even if your grievance is not upheld, unless your complaint is both untrue and made in bad faith.

Monitoring and Review

We will monitor this policy periodically to judge its effectiveness and it will be updated in accordance with relevant changes in the law.

In particular, we will monitor the ethnic and gender composition of the existing workforce and of applicants for jobs (including promoted posts), and the number of people with disabilities within these groups. We will review our equal opportunities policy in accordance with the results shown by the monitoring. If changes are required, we will implement them.

Information provided by job applicants and you for monitoring will be used only for this purpose. The data will be dealt with in accordance with the General Data Protection Regulations, where it cannot be anonymised or where there is a risk that the information can be identified to a particular person.

DIGNITY AT WORK POLICY

Introduction

We are committed to creating a harmonious environment by ensuring equal opportunities and fair treatment for every employee in the workplace.

One of the key aims of the policy is to ensure we provide a positive working environment in which all staff feel comfortable and in which everyone is treated with respect and dignity, regardless of age, disability, sex, gender reassignment, pregnancy, maternity, race (which includes colour, nationality and ethnic or national origins), sexual orientation, religion or belief or any other personal factor or quality.

This policy aims to ensure that there is no bullying and harassment of and by any employee, contractor, or anyone else engaged to work on our premises. The purpose of this policy is to provide you with both protection and a procedure to raise and effectively deal with a complaint either informally or formally, if you believe you have been harassed or bullied.

Bullying and Harassment

Bullying or harassment will constitute unlawful discrimination where it relates to one of the protected characteristics, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age. Serious bullying or harassment may amount to other civil or criminal offences, e.g. a civil offence under the Protection from Harassment Act 1997 and criminal offences of assault.

Bullying is offensive, intimidating, malicious or insulting behaviour, and/or an abuse or misuse of power that is meant to undermine, humiliate or injure another person.

Examples, though not an exhaustive list, which may constitute bullying are:

- threats, abuse, teasing, gossip and practical jokes;
- humiliation and ridicule either in private, at meetings or in front of customers or clients;
- name calling, insults, devaluing with reference to age, appearance;
- setting impossible deadlines;
- excessive monitoring;
- removing responsibilities;
- withholding information.

Harassment, in general terms, is unwanted conduct related to a relevant protected characteristic, that:

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

Conduct may be harassment whether or not the person behaving in that way intends to offend. Something which is meant to be 'banter' may offend another person. Different people find different things acceptable. Everyone has the right to decide what behaviour is acceptable to him or her and to have his or her feelings respected by others.

Harassment may also occur where an individual is subjected to unwanted conduct due to his/her association with another individual who has a protected characteristic.

Harassment may also occur where a person engages in unwanted conduct towards another because he/she has a mistaken perception that the recipient has a protected characteristic.

Harassment may also occur where an individual is subjected to unwanted conduct from a third party, such as a client or customer. If you feel that you have been bullied or harassed by customers, suppliers, vendors or visitors, you should report any such behaviour to us in order that we can take appropriate action. Bullying or harassment of customers, suppliers, vendors or visitors or others will be dealt with through the disciplinary procedure.

For the avoidance of doubt, we will treat a single incident as harassment if it is sufficiently serious.

All bullying and harassment is misconduct and is a disciplinary offence which will be dealt with under our disciplinary and dismissal procedure. Bullying or harassment will often be gross misconduct, which can lead to dismissal without notice.

Examples, though not an exhaustive list, of behaviour which may constitute harassment are:

- physical contact ranging from touching to serious assault;
- verbal and written harassment through jokes, offensive language, gossip and defamatory references;
- unwanted nicknames related to a protected characteristic;
- excluding an individual from social activities due to his/her association with someone with a protected characteristic;
- ignoring an individual because he/she has a protected characteristic when in fact he/she does not have the perceived protected characteristic;
- intrusion by pestering, spying, following etc.

We will treat all such complaints of harassment and bullying seriously and will investigate them promptly, efficiently and in confidence.

The main aim of this policy is to provide a framework for resolving complaints of harassment or bullying and for stopping any behaviour that is causing offence or distress.

Raising a Complaint

You have a right to complain if you are treated in a manner that you believe constitutes harassment or bullying. This will include behaviour that has caused you offence, humiliation, embarrassment or distress.

Apart from complaints about the behaviour of colleagues, you also have the right to complain if you believe that you have been bullied or harassed by a third party, for example a customer, client or supplier.

If you raise a complaint under this policy, you are automatically protected and under no circumstances will you be subjected to any unfavourable treatment or victimisation as a result of making a complaint. However, if it is established that you have made a knowingly false or malicious complaint against another person about harassment or bullying, serious disciplinary action will be taken against you which may result in your dismissal.

If you witness an incident that you believe to be the harassment or bullying of another member of staff you should report the incident in confidence to the Clerk to the Council. We will consider all such reports seriously and will treat the information in strict confidence, as far as it is reasonably possible to do so.

Reporting a Complaint

Before raising a formal complaint, you are encouraged in the first instance to talk directly and informally to the person to whom you believe is harassing you and explain clearly what aspect of the person's behaviour is unacceptable, or is causing offence to you, and request that it stop.

It may be that the person whose conduct is causing offence is genuinely unaware that their behaviour is unwelcome or objectionable and that a direct approach may resolve the matter without the need for formal action.

If you would like support in making such an approach, you should contact the Clerk to the Council.

However, if you feel unable to take this course of action, or if you have already approached the person to no avail, or if the harassment is of a very serious nature, you may decide to raise a formal complaint.

Formal complaints may be raised, in writing, with the Clerk to the Council (or the Committee Vice Chairman for the Clerk).

When lodging your complaint of harassment/bullying, you should state:

- the name of the person whose behaviour you believe amounts to harassment or bullying;
- the type of behaviour that is causing offence, together with specific examples if possible;
- dates and times when incidents of harassment or bullying occurred, and where they occurred;
- the names of any employees who witnessed any incidents, or who themselves may have been the victims of harassment or bullying by the same person; and
- any action that you have already taken to try to deal with the harassment or bullying.

Management Responsibility

When we receive a complaint of harassment or bullying, we have a duty to investigate the matter thoroughly and objectively and to take corrective action in order to ensure compliance with our Dignity at Work Policy.

We will be responsive and supportive towards anyone who raises a genuine complaint of harassment or bullying.

We reserve the right, at our discretion, to suspend you from duty pending investigation for harassment or bullying for a temporary period whilst investigations are carried out. Such suspension will be for as short a time as possible and will be on full pay.

If you are accused of harassment or bullying you will be informed of the exact nature of the complaint against you and afforded a full opportunity to challenge the allegations and put forward an explanation for your alleged behaviour in a confidential interview, with a companion present if you choose. It will not be presumed that following an allegation of harassment you are guilty.

We regard all forms of harassment and bullying as serious misconduct, and if you are found to have harassed or bullied a colleague you will be liable to serious disciplinary action up to and including summary dismissal.

Although not always necessary, if a complaint against you is not upheld, a voluntary transfer of either of the parties may be offered. Such transfers will be consensual.

If it is agreed neither party will move, we will monitor and check the situation in terms of our duty of care to determine whether there has been any form of victimisation or retaliation.

Alternatively, where a complaint is upheld it may be necessary, if practicable to relocate or transfer one of the parties to another department or function.

Following the meeting, you will be informed in writing of the outcome within 10 working days and told of any action that we propose to take as a result of your complaint. If you are dissatisfied with the outcome, you may make a formal appeal.

Your appeal should be made in writing to the Chairman of the Committee. You should clearly state the grounds of your appeal, i.e. the basis on which you say that our findings were inaccurate or inappropriate. This should be done within 5 working days of the written notification of the outcome of the grievance. An appeal meeting will be arranged to take place within 5 working days of the submission of your formal appeal.

Following the appeal meeting, you will be informed of the outcome within 10 working days.

We will maintain records of investigations into alleged incidents of harassment or bullying, the outcome of the investigations and any corrective or disciplinary action taken. These records will be maintained in confidence and in line with the provisions of the General Data Protection Regulations.

CONFIDENTIAL REPORTING POLICY

Introduction

Under certain circumstances, you have legal protection for making disclosures about any organisations for which you work. Employees making disclosures are commonly referred to as ‘whistle blowers’ and their activities have often received wide publicity in the media.

If you believe, for example, that an organisation was disposing of toxic waste illegally you may ‘blow the whistle’, perhaps because of concern for the environment, or a genuine belief that the organisation would attempt to ‘cover-up’ the situation if asked to stop.

In the past, if you ‘blew the whistle on an organisation’ you were often treated detrimentally and victimised and your employment was often terminated.

These actions discouraged employees from whistle blowing even where such action was in the public interest.

The legislation on making a protected disclosure is designed to protect you from suffering any detrimental treatment and/or from being dismissed from your employment for whistle blowing.

Qualifying Disclosures

Disclosures are qualifying disclosures where it can be shown that the organisation commits a ‘relevant failure’ by:

- a) Committing a criminal offence;
- b) Failing to comply with a legal obligation;
- c) Committing a miscarriage of justice;
- d) Endangering the health and safety of an individual;
- e) Causing Environmental damage;
- f) Concealing any information relating to the above.

These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen.

Procedure

If you have any concerns you should report the matter to the Clerk to the Council who will treat the matter in complete confidence.

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. However, it is recognised that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external.

General Notes

The Public Interest Disclosure Act 1998, as amended, prevents you from suffering a detriment or having your contract terminated for ‘whistle blowing’ and we take very seriously any concerns which you may raise under this legislation. If you believe you have suffered any such detriment for raising a concern you should inform the Clerk to the Council immediately. If the matter is not remedied, you should raise it formally using our Grievance Procedure.

Other staff must not threaten or retaliate against whistleblowers in any way. If you are involved in such conduct you may be subject to disciplinary action. In some cases, the whistleblower could have a right to sue you personally for compensation in an employment tribunal.

We encourage you to use the procedure if you are concerned about any wrong doing or malpractice at work. However, if we conclude that you have made false allegations maliciously or with a view to personal gain, you may be subject to disciplinary action up to and including your summary dismissal on the grounds of gross misconduct.

DISCIPLINARY AND DISMISSAL PROCEDURE

Introduction

We believe it is necessary for the proper operation of our organisation and the wellbeing and health and safety of our staff that we follow a recognised and consistent Disciplinary and Dismissal procedure.

The procedure will be applied fairly in all instances where we regard disciplinary action as necessary, save to the extent that a minor or informal reprimand is given for a minor infringement or act of misconduct.

We reserve the right to implement the procedure at any stage as set out below taking into account the alleged misconduct. You may not ordinarily be dismissed for a first disciplinary offence.

We reserve the right to discipline or dismiss you without following this Disciplinary and Dismissal Procedure if you have less than 24 months' continuous service.

You have the right to be accompanied at any formal disciplinary hearing by a fellow worker or trade union official of your choice.

Matters that we view as amounting to disciplinary offences include (but are not limited to):

- bad timekeeping;
- unauthorised absence;
- minor damage to our property;
- breaches of our rules, policies and procedures
- abusive behaviour;
- unreasonable and deliberate refusal to follow instructions;
- poor attendance;
- smoking in non-designated areas on our premises.

Gross misconduct

Gross misconduct is misconduct of such a serious and fundamental nature that it breaches the contractual relationship between us.

In the event that you commit an act of gross misconduct, we will be entitled to summarily dismiss without notice or pay in lieu of notice.

Matters that we view as amounting to gross misconduct include (but are not limited to):

- providing false or misleading information during recruitment;
- stealing from us, members of our staff or the public;
- other offences of dishonesty;
- any conduct amounting to dishonesty during the course of your employment;
- falsification of a qualification that is a stated requirement of your employment or results in financial gain to you;
- falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain;
- sexual misconduct at work;

- fighting with or physical assault on members of staff or the public;
- deliberate damage to or misuse of our property;
- deliberate damage to or misuse of third-party property during the course of your employment;
- negligently or wilfully causing serious damage to our property;
- negligently or wilfully causing serious damage to third-party property during the course of your employment;
- drunkenness or being under the influence of illegal drugs while at work;
- possession, custody or control of illegal drugs while at work;
- wilful failure to follow a legitimate management instruction;
- serious breaches of our rules, policies and procedures;
- working in competition with us;
- using our premises and/or our equipment for private work without our authorisation;
- approaching customers/potential customers of the business with a view to securing private work without our express permission;
- carrying out private work for customers/potential customers of the business without express permission;
- serious breach/es of confidentiality or a misuse of confidential information;
- the misuse or nonadherence to any policy relating to another individual's personal data or confidential information whether that be our customers, colleagues, suppliers or any other third party individual
- gross negligence;
- conviction of a criminal offence that is relevant to your employment;
- conduct that brings our name into disrepute; and
- discrimination or harassment of any individual on the grounds of a relevant protected characteristic during the course of your employment.

Other acts of misconduct may come within the general definition of gross misconduct.

Investigation

We will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of our policies or rules or which may otherwise be a disciplinary matter. You will be informed as soon as possible that an investigation is being undertaken and when we envisage that investigation will conclude.

There may be instances where suspension with pay is necessary while investigations are carried out.

We reserve the right to suspend you from duty with pay where there are reasonable grounds for concern that evidence may be tampered with or destroyed, or witnesses coerced before the disciplinary hearing, or if we believe there is a potential risk to the organisation, other employees or third parties in allowing you to remain at work.

Depending on the circumstances of the case, you may be invited to attend an investigatory inter-view. If such an interview is held prior to a disciplinary hearing, you will be informed at the outset that the interview is an investigatory interview.

There is no right for you to be accompanied at a formal investigatory interview. We reserve the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

Procedure

Upon completion of an investigation, if there are reasonable grounds to believe that you have committed an act of misconduct you will be invited to attend a disciplinary hearing.

In the event of a disciplinary hearing taking place we will:

- give you a minimum of two working days' advance notice of the hearing unless there are extenuating circumstances for not doing so;
- tell you in writing the purpose of the hearing and that it will be held under our disciplinary and dismissal procedure;
- explain your right to be accompanied at the hearing by a fellow worker or trade union official;
- give you written details of the nature of your alleged misconduct;
- provide you with all relevant information and evidence (including statements taken from any fellow employees or other persons that we intend to rely upon).

Where you are unable to attend a disciplinary hearing and you provide a good reason for failing to attend, the hearing will be adjourned to another day. We will give you notice of the rearranged hearing. Where the chosen companion is unavailable on the day scheduled for the meeting, it will be rescheduled, provided that you propose an alternative time within five working days of the original scheduled date.

Unless there are special circumstances, if you are unable to attend the rearranged hearing it will take place in your absence. Your fellow worker or trade union official may attend in such circumstances and allowed the opportunity to present your case.

If appropriate, you may also be allowed to make written submissions in such a situation.

Role of Companion

You have the right to be accompanied by a fellow worker or trade union official at any disciplinary hearing or subsequent appeal. The trade union official need not be a fellow worker or employee, but if the person is not a fellow worker or employee, we may insist on them being certified by the trade union as being experienced or trained in accompanying employees to disciplinary hearings.

If your companion is one of our employees, he or she will be given appropriate paid time off to allow them to accompany you at a disciplinary hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf.

However, both the hearing and any appeal hearing are essentially meetings involving you and our organisation, so any questions put directly to you should be dealt with by you and not by your companion.

Your chosen companion has the right to address the hearing to put your case, sum up your case and respond on your behalf to any view expressed at the hearing should you wish him/her to do so.

The companion may also confer with you in adjournments or during the hearing.

The Disciplinary Hearing

Where possible any member of management responsible for the investigation of the alleged disciplinary offence(s) will not conduct the subsequent disciplinary hearing, although such managers may present any supporting facts and material to the disciplinary hearing.

At the hearing, you will be given reasonable opportunity to ask questions, respond and present a full explanation of the case against you and be notified of the content of any statements provided by witnesses. You will be able to call your own witnesses.

In addition, you will also be given the opportunity to raise points about any information provided by witnesses. Where we intend to call relevant witnesses, we will give you advance notice of this. You must also give advance notice if you intend to call your own witnesses.

We may adjourn the disciplinary hearing if it appears necessary or desirable to do so (including for the purpose of gathering further information).

You will be informed of the duration of any period of adjournment. If further information is gathered, you will be allowed a reasonable period of time, together with your fellow worker or trade union official, to consider the new information prior to the reconvening of the disciplinary hearing

After the conclusion of the disciplinary hearing, we will communicate the decision to you and what disciplinary action, if any, is to be taken against you. The decision will be confirmed in writing. You will be notified of your right of appeal under this procedure.

Disciplinary Action

Where, following a disciplinary hearing, we have decided that you have committed a disciplinary offence, the following disciplinary action may be taken:

- a) Where it is proven that you have committed a minor offence or offences, a first stage written warning may be given. We will rely on such a warning in the event of you committing further misconduct. The warning will:
 - i. set out the nature of the offence committed;
 - ii. inform you that further misconduct is liable to result in further disciplinary action under this procedure;
 - iii. specify the period for which the warning will remain "active" on your personnel record. After such a period the warning will automatically lapse;
 - iv. state that you may appeal against the warning.
- b) Where you commit either a more serious disciplinary offence, or, further minor offences have been committed by you after a first stage written warning has been issued to you and remains active, you will normally receive a second stage written warning. The warning will:
 - i. set out the nature of the offence committed;
 - ii. inform you that further misconduct is liable to result in further disciplinary action under this procedure;
 - iii. specify the period for which the warning will remain "active" on your personnel record. After such a period the warning will automatically lapse;
 - iv. state that you may appeal against the warning.
- c) Where a serious disciplinary offence amounting to gross misconduct has been committed justifying your dismissal but we decide after taking into account all mitigating circumstances, that a lesser penalty is appropriate, or, where you commit a further disciplinary offence after a second written warning has been issued to you and remains active, you may be given a combined first and final written warning or final written warning. Such a warning will:
 - i. set out the nature of the offence committed;
 - ii. inform you that further misconduct is likely to result in your dismissal;
 - iii. specify the period for which the warning will remain "active" on your personnel record. After such a period the warning will automatically lapse;
 - iv. state that you may appeal against the warning.

- d) Where you commit further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given under c. above, you may be dismissed with notice or payment in lieu of notice.
- e) Where we establish that you have committed an act of gross misconduct, you will be summarily dismissed.
- f) Where we are entitled to dismiss you but due to mitigating circumstances, have chosen to issue you with a final written warning we may also impose either:
 - i. a disciplinary suspension - for the avoidance of doubt this may result in you not being required to work and a stoppage of pay for up to five working days; or
 - ii. a demotion - for the avoidance of doubt which may involve transfer to another position of lower status, pay and seniority.

Appeal

You may appeal against any disciplinary sanction imposed against you, with the exception of an informal oral warning.

The appeal will be heard by a member of our management who has not been involved previously in the disciplinary process.

When lodging an appeal, you should do so in writing and state:

- a) your grounds of appeal; and
- b) whether you are appealing against the finding that you committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

You are required to provide your written notice of appeal within five working days of being informed of the disciplinary sanction being registered against you.

Appeal hearings will normally take place within two weeks of receipt of your written notice of appeal unless there are extenuating circumstances.

Upon completion of the appeal, the person conducting the hearing will consider matters and a decision will then be notified, to you, in writing

The person conducting the appeal is obliged to consider any representations made by you and your fellow employee or trade union official and those of any members of management who conducted the investigation or who imposed the disciplinary penalty.

The person conducting the appeal will decide on the basis of these representations, and any facts that may have come to light since the disciplinary hearing, whether or not to uphold the disciplinary sanction.

In the event that your appeal is successful, depending on the level of disciplinary penalty given and the nature of your appeal, you may receive a lesser penalty e.g. a final written warning may be converted into a first written warning. Alternatively, we may decide no penalty was merited in which case all records of the original disciplinary penalty will be removed from your personnel record.

In the event that your appeal is unsuccessful, the original disciplinary penalty will be upheld.

You will normally receive written confirmation of the appeal outcome within five working days of the meeting unless there are circumstances preventing the notification of the outcome within that timescale. If there are reasons preventing notification, you will be notified accordingly. No further appeal is available against this decision.

Any decision taken to dismiss you will have had immediate effect. Accordingly, if your dismissal is with notice, the period of notice will already have commenced on the date on which you were notified of our decision. If your dismissal was a summary dismissal without notice, we will be under no obligation to reinstate or pay you for any period between the date of the original dismissal and any appeal decision.

In the event that the decision to dismiss is overturned, you will be reinstated with immediate effect and you will be paid for any period between the date of the original dismissal and the successful appeal decision. Your continuous service will not be affected.

Review and Amendment

This procedure will be periodically reviewed. Any amendment to it will be notified to you in writing and such written advice will inform you as to the date when any amendment comes into effect.

GRIEVANCE PROCEDURE

We believe that all employees should be treated fairly and with respect. If you are unhappy about the treatment that you have received or about any aspect of your work, you should discuss this with the Clerk to the Council (or the Committee Chairman for the Clerk). In the first instance, who will attempt to resolve the situation on an informal basis.

If you feel unable to approach the Clerk to the Council you should approach a committee member who will discuss ways of dealing or resolving the matter with you.

Where attempts to resolve the matter amicably and informally do not work, it may be appropriate for you to raise a formal grievance under this procedure.

A formal grievance should be referred to the Clerk to the Council (or the Committee Vice Chairman for the Clerk) explaining the nature and concerns of your complaint in respect to the way in which you have been treated by us or anybody acting on our behalf.

Grievances may be concerned with a wide range of issues, including the allocation of work, your working environment or conditions, the opportunities that you have been given for career development or the way in which you have been managed.

Complaints that you may have about any disciplinary procedure or action taken against you should be dealt with as an appeal under the disciplinary procedure.

Grievances raised while you are subject to disciplinary proceedings will usually be heard only when the disciplinary process has been completed. However, depending upon the gravity and relevance to the disciplinary proceedings, we reserve the right to suspend any impending disciplinary investigation or action until the grievance you raise has been properly dealt with informally or formally through this procedure.

The Right to be accompanied

You have the right to be accompanied by a fellow worker or trade union official at any grievance meeting or subsequent appeal. The trade union official need not be a fellow worker or employee, but if the person is not a fellow worker or employee, we may insist on them being certified by the trade union as being experienced or trained in accompanying employees to grievance hearings.

If your companion is one of our employees, he or she will be given appropriate paid time off to allow them to accompany you at a grievance hearing or appeal hearing.

At any hearing or appeal hearing, your chosen companion will be allowed to address the meeting, respond on your behalf to any view expressed in the hearing, and sum up the case on your behalf.

However, both the hearing and appeal hearing are essentially meetings between you and us, so any questions put directly to you should be dealt with by you and not by your companion.

Where the chosen companion is unavailable on the day scheduled for the meeting or appeal, the meeting will be rescheduled, provided that you can propose an alternative time within five working days of the scheduled date.

Accessibility

If any aspect of the grievance procedure causes you difficulty on account of a disability that you may have, or if you need assistance because English is not your first language, you should raise this issue with us and we will make appropriate arrangements.

Conducting the Grievance Procedure

We recognise that a formal grievance procedure can be a stressful and upsetting experience for all parties involved. Everyone involved in the process is entitled to be treated calmly and with respect.

We will not tolerate any abusive or insulting behaviour from you during the conduct of our grievance procedures and we will treat any such behaviour as misconduct under our Disciplinary and Dismissal Procedure.

FORMAL GRIEVANCE PROCEDURE

Making the Complaint

The first stage of the grievance procedure is for you to put your complaint in writing. This written statement will form the basis of your subsequent hearing and any investigations, so it is important that you set out clearly the nature of your grievance and indicate the outcome that you are seeking.

If your grievance is unclear, you may be asked to clarify your complaint before any meeting takes place with you.

Your complaint should be headed "Formal Grievance" and sent to the Clerk to the Council (or the Committee Vice Chairman for the Clerk). If your complaint relates to the way in which the Clerk to the Council treating you, the complaint should be sent to another senior member of our management. In the case of the Clerk to the Council, the complaint should go to another committee member if the complaint relates to the Vice=Chairman.

We may make further attempts to resolve the matter informally with you, depending on the nature of your complaint. However, if you are not satisfied with the outcome, you may insist on the matter proceeding to a full grievance hearing.

Before proceeding to a full grievance hearing, it may be necessary to carry out investigations of any allegations made by you, although the confidentiality of the grievance procedure will be respected.

If any evidence is gathered in the course of these investigations, you will be given a copy long enough in advance of the hearing for you to consider such evidence properly.

In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary, this will be explained to you and an appropriate summary of the evidence gathered will be given to you.

The Grievance Hearing

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out preliminary investigations, within 5 working days on receipt of your written complaint.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform the person conducting the grievance hearing as soon as possible.

If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may be conducted in your absence.

At the meeting, you will be asked to explain the nature of your complaint and what action you feel would be appropriate to resolve the matter. The meeting may be adjourned to allow further investigations to take place.

While you will be given every opportunity to explain your case fully, you should confine your explanation to matters that are directly relevant to your complaint. Concentrating on irrelevant issues or incidents that took place long before the matters in hand is not helpful and can hinder the effective handling of your complaint.

The person conducting the hearing will intervene if the discussion is straying too far from the key issue. He or she may also intervene to ensure that the meeting can be completed within a reasonable timeframe, depending on the nature and complexity of your complaint.

Following the meeting, you will be informed in writing of the outcome within 10 working days and told of any action that we propose to take as a result of your complaint. If you are dissatisfied with the outcome, you may make a formal appeal.

Appeal

Your appeal should be made in writing to the Chairman of the Committee. You should clearly state the grounds of your appeal, i.e. the basis on why you believe the outcome of the grievance hearing was wrong or inappropriate.

Your appeal should be submitted within 5 working days of your receipt of our written grievance decision. An appeal meeting will then be arranged for you within 5 working days of the submission of your formal appeal.

You should ensure that you attend the meeting at the specified time. If you are unable to attend because of circumstances beyond your control, you should inform the person conducting the appeal hearing of this as soon as possible.

If you fail to attend without explanation, or if it appears that you have not made sufficient attempts to attend, the hearing may be conducted in your absence.

The person conducting the appeal hearing will consider the grounds that you have put forward and assess whether or not the outcome reached in the original grievance hearing was fair and appropriate.

The appeal will be a reconsideration of the specific areas with which you were dissatisfied in relation to the original grievance.

Following the appeal meeting, you will be informed of the outcome within 10 working days. The outcome of this meeting will be final.

Post-Termination Grievances

Should you wish to raise a grievance after your employment has ended, you should submit your grievance in writing to the Clerk to the Council (or the Committee Chairman for the Clerk).

By agreement, the need for a grievance hearing may be dispensed with and we may deal with the matters raised in your grievance letter in writing.

A formal outcome in response to your grievance will be confirmed in writing and sent to you in due course.

Review and Amendment

This procedure will be periodically reviewed. Any amendment to it will be notified to you in writing and such written advice will inform you as to the date when any amendment comes into effect.

INFORMATION TECHNOLOGY AND COMMUNICATIONS POLICY

To maximise the benefits of our computer and communication resources and minimise potential liability, you are only permitted to use our various communication systems in accordance with the following guidelines.

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

General Rules

Our computers, telephone and communication systems, software and their contents are intended for business purposes. You are permitted to use the systems to assist you in performing your job.

Our devices are intended for business use. We prohibit excessive personal use of our devices. If you breach these rules you may be subject to disciplinary action.

We have the right to monitor and access all aspects of our systems, including data which is stored on our computer systems, in compliance with the General Data Protection Regulations.

Security

We require you to log on to our computer systems using your own password (where provided) which must be kept secret. You should select a password that is not easily broken (e.g., not your surname).

You are not permitted to use another employee's password to log on to our computer system, whether or not you have permission to do so. If you log on to the computer, deliberately using another employee's password, you will be liable to disciplinary action up to and including summary dismissal on the grounds of gross misconduct.

If you deliberately disclose your password to another employee, you will be liable to similar disciplinary action up to and including summary dismissal on the grounds of gross misconduct.

To safeguard our computer systems from viruses, you are not permitted to load or run unauthorised games or software, or to open documents or communications from unknown origins.

We reserve the right to require you to hand over all data relevant to our business held in computer useable format.

USE OF E-MAIL

We encourage you to use e-mail and the internet at work where this can save time and expense. However, we require you to follow our strict rules below.

If you are unsure about whether something you propose to download or to which you intend to respond may breach this policy, you should seek advice from the Clerk to the Council immediately.

Although we encourage the use of e-mail and the internet where appropriate, their use entails some risks. Accordingly, you must be prudent and take care not to introduce viruses onto our system and you must take proper account of any security advice we give to you.

You should also ensure that you do not send libellous statements in e-mails or use e-mail in an unprofessional way; such actions could expose us to the risk of legal action and liability for damages.

These rules are designed to minimise the legal risks to the business when you use e-mail at work and access the internet. Where something is not specifically covered in this policy, you should seek advice from the Clerk to the Council.

Contents

E-mails should be checked very carefully prior to sending. E-mail should be treated like any other form of written communication and, as such, what is normally regarded as unacceptable in a letter is equally unacceptable in an e-mail communication. The content of any e-mail sent by you should be in accordance with the principles set out in our Equal Opportunity Policy and our Dignity at Work Policy.

The use of e-mail to send or forward messages which are defamatory, obscene or otherwise inappropriate will be treated as misconduct under our Discipline and Dismissal Procedure. In serious cases this could be regarded as gross misconduct and lead to your dismissal.

Other examples of misuse include, but are not limited to, the following:

- sending, receiving, downloading, displaying or disseminating material that insults, causes offence or harasses others;
- accessing pornographic, racist or other inappropriate or unlawful materials;
- engaging in on line chat rooms or gambling;
- forwarding electronic chain letters or similar material;
- downloading or disseminating copyright materials;
- transmitting confidential information about us or our clients;
- downloading or playing computer games; and
- copying or downloading software

Equally, if you receive an obscene or defamatory e-mail, whether unwittingly or otherwise, and from whatever source, you should not forward it to any other address.

Statements to avoid in e-mails include those criticising our competitors or their staff, those stating that there are quality problems with goods or services of suppliers or customers and clients, and those stating that anyone with whom we have dealings is incompetent.

SOCIAL NETWORKING

We recognise that you may wish to access social networking websites on the internet for personal use. You are not permitted to do so on our IT systems even during authorised breaks or after working hours.

Personal conduct

We respect your right to a private life. However, we must also ensure that confidentiality and our reputation are protected. Accordingly, while using social networking websites at any time, we require you to:

- ensure that you do not conduct yourself in a way that is detrimental to us;
- take care not to allow your interaction on these websites to damage working relationships between members of staff and our customers/clients/contractors; and
- if you have social networking ‘friends’ who are customers/clients/contractors please take additional care to ensure you do not conduct yourself in a way that may damage the reputation of the Council or harm our commercial relationships.

Failure to do so may result in disciplinary action, up to and including summary dismissal, being taken against you.

You should note if you have a facebook page/twitter account or other social network platform you will be regarded by us as responsible for any comments, tweets or posts found on your page regardless of whether made by you personally or not.

Security and identity theft

You should be aware that social networking websites are a public forum, particularly if you are part of a "network". You should not assume that your entries on any website will remain private. You should never send abusive or defamatory messages.

You must also be security conscious and should take steps to protect yourself from identity theft by restricting the amount of personal information that you give out.

Social networking websites allow people to post detailed personal information such as date of birth, place of birth and favourite football team, which can form the basis of security questions and passwords. In addition, you should:

- ensure that no information is made available that could provide a person with unauthorised access to our business and/or any confidential information; and
- refrain from recording any confidential information about us on any social networking website.

Breach of this policy

Any breach of this policy will be treated as misconduct. Whether it is minor or gross misconduct will depend on the particular circumstances.

Queries

If you have any questions about this policy, you should refer them to the Clerk to the Council.

CAPABILITY POLICY

POLICY STATEMENT AND GENERAL PRINCIPLES

The primary aim of this procedure is to provide a framework within which managers can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary. This procedure will apply in the event that an employee's performance fails to meet the standards required as a result of inadequate skills, knowledge or aptitude. The overall aim of this procedure is to identify and address areas of concern at an early stage in order to ensure that our standards are achieved and maintained and that employees receive the opportunity and support required to improve. In summary the policy will apply in situations that are "can't do" rather than "won't do".

It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.

In the event of performance falling below satisfactory standards, the following principles will apply:

- The employee will be made aware of areas of under-performance and given a full opportunity to discuss underlying issues.
- Additional training and support will be provided where it is felt that this may address the issues identified.
- A reasonable amount of time, reflecting the circumstances of each case, will be allowed for improvement to be demonstrated.
- If appropriate, assistance will be provided in identifying any suitable alternative working arrangements or internal positions for which the employee may be eligible to apply.
- In some circumstances the manager may consider the employee's unsatisfactory performance amounts to, or has become, a matter of misconduct. In these circumstances the Disciplinary procedure may be initiated.

This procedure does not form part of any employee's contract of employment and it may be amended at any time. The company reserves the right to vary any parts of this procedure, including any time limits, as appropriate in any case. We also reserve the right not to follow this full procedure if you have under 24 months' continuous service.

What is covered by the policy?

This policy is used to deal with poor performance. It does not apply to Sickness Absence, Disciplinary and Grievance. In those cases, reference should be made to the appropriate policy or procedure.

Identifying performance issues

In the first instance, performance issues should normally be dealt with informally between the employee and their supervisor as part of day-to-day management. A note of any such informal discussions will be placed on the employee's personnel file. Where unsatisfactory performance persists, it will be necessary to meet with the employee again. At this meeting objectives will be discussed and set for a specific period. The period will be appropriate to the circumstances but will not normally be less than 1 month.

Objectives (either tasks with a specific target or outcome, or demonstration of a particular skill or behaviour) will be realistic and capable of being measured within the set timescales. The employee

will be advised clearly about where improvement is required, the action needed to achieve improvement, the priorities (if any) and the timescales.

During this period progress against the objectives will be monitored regularly and discussed with the employee.

The formal procedure will be used for more serious cases, or in any case where an earlier discussion has not resulted in a satisfactory improvement or objectives set have not been met.

Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.

If we have concerns about the employee's performance, we will undertake a review to decide if there are grounds for taking formal action under this procedure. The procedure involved will depend on the circumstances but may involve reviewing the employee's personnel file including any appraisal records, gathering any relevant documents, monitoring the employee's work and, if appropriate, interview the employee and/or other individuals confidentially regarding the employee's work.

Disabilities

Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to the employee's working arrangements, including changing your duties or providing additional equipment or training. Any medical condition considered relevant by the employee should be advised to their supervisor.

Notification of a capability hearing

If the company considers that there are grounds for taking formal action over alleged poor performance, the employee will be required to attend a capability hearing. The company will notify the employee in writing of our concerns over their performance, the reasons for those concerns, and the likely outcome if it is decided after the hearing that the employee's performance has been unsatisfactory. The company will also include the following where appropriate:

A summary of relevant information gathered as part of any investigation.

The company will give the employee written notice of the date, time and place of the capability hearing. The employee will be given a reasonable amount of time, not less than 2 working days to prepare for the hearing

Right to be accompanied at hearings

The employee may bring a companion to any capability hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. The employee must tell the manager conducting the hearing who their chosen companion is, in good time before the hearing.

A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.

Procedure at capability hearings

If the employee or their companion cannot attend the hearing, we will usually arrange an alternative time within 5 working days. The employee must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If an employee fails to attend without good reason, or is persistently unable to do so the company may take a decision based on the available evidence.

The capability hearing will normally be held by your supervisor. The employee's companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf.

A hearing may be adjourned if the company needs to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The employee will be informed in writing of the decision and the reasons for it, usually within five days of the capability hearing.

Stage 1 hearing:

Following a Stage 1 capability hearing the company may decide to cease performance monitoring where the employee has made considerable sustained improvement.

The company may also decide to continue performance monitoring for a period of time to ensure that considerable improvement made is sustained.

If the company decides that the employee's performance is unsatisfactory, the employee will be given a first written warning setting out:

- The areas in which the employee has not met the required performance standards.
- Targets for improvement.
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- A period for review.
- The consequences of failing to improve within the review period, or of further unsatisfactory performance.

The warning will normally remain active for six months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure.

Stage 2 hearing: final written warning

If the employee's performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while the employee's first written warning is still active, we may decide to hold a Stage 2 capability hearing.

Following a Stage 2 capability hearing the company may decide to cease performance monitoring where the employee has made considerable sustained improvement.

The company may also decide to continue performance monitoring for a period of time to ensure that considerable improvement made is sustained.

If the company decides that the employee's performance is unsatisfactory, the employee will be given a final written warning setting out:

- The areas in which the employee has not met the required performance standards.
- Targets for improvement.
- Any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- A period for review.
- The consequences of failing to improve within the review period, or of further unsatisfactory performance.

A final written warning will normally remain active for 12 months from the end of the review period, after which time it will be disregarded for the purposes of the capability procedure.

Stage 3 hearing: dismissal or redeployment

The company may decide to hold a Stage 3 capability hearing if there is reason to believe the employee's performance:

- has not improved sufficiently within the review period set out in a final written - warning;
- is unsatisfactory while a final written warning is still active; or
- has been grossly negligent such as to warrant dismissal without the need for a final written warning.

Notification of the hearing will be given as set out above.

Following the hearing, if the company finds that the employee's performance is unsatisfactory, a range of options may be considered including:

- Dismissing the employee.
- Redeploying the employee into another suitable job at the same or a lower grade.
- Extending an active final written warning and setting a further review period.
- Giving a final written warning where no final written warning is currently active.

Dismissal will normally be with full notice or payment in lieu of notice, unless the employee's performance has been so negligent as to amount to gross misconduct, in which case the company may dismiss the employee without notice or any pay in lieu.

Appeals against action for poor performance

The employee has the right to appeal against the outcome of any capability hearing. The appeal must be in writing and received within ten working days of the decision being communicated to them.

An appeal will normally be heard within 5 working days of being received. Depending on the nature of the appeal, further investigations might be necessary which would delay the meeting. The company will make every effort to arrange a meeting which is suitable for both the employee and their companion, keeping them informed of any delays.

A hearing may be adjourned if the person chairing the appeals needs to gather any further information or give consideration to matters discussed at the hearing. The employee will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

The company will inform the employee in writing of their final decision as soon as possible, usually within one week of the appeal hearing or reconvened appeal hearing. There will be no further right of appeal.

If an appeal against dismissal is successful, the employee will be reinstated with no loss of continuity or pay.

ANTI-BRIBERY POLICY

We are committed to applying the highest standards of ethical conduct and integrity in our business activities. We believe that bribery and corruption has a detrimental impact on any business. We strive to carry out our business in a transparent and ethical way. Transparent, fair conduct helps to foster deeper relationships of trust between the company and its clients and customers.

You and any individual acting on our behalf are responsible for maintaining our reputation and for conducting business honestly, ethically and professionally. Therefore, the company does not tolerate any form of bribery, whether direct or indirect, by, any of its employees, agents or consultants or any persons or companies acting for it or on its behalf.

A bribe is a financial or other type of advantage that is offered, given or requested with: - the intention of inducing or rewarding improper performance of a function or activity; or the knowledge or belief that accepting such a reward would constitute the improper performance of such a function or activity.

A relevant function or activity includes public, or business activities or any activity performed in the course of a person's employment, or on behalf of another company or individual, where the person performing that activity is expected to perform it in good faith, impartially, or in accordance with a position of trust.

You and others acting for or on behalf of the company are strictly prohibited from making, soliciting or receiving any bribes or unauthorised payments.

A suspected breach of our anti-bribery rules or policy will be investigated and be treated as grounds for disciplinary action which could result in a finding of gross misconduct, and immediate dismissal. If there is suspicion of bribery you may be suspended pending the investigation.

Bribery is a criminal offence that may result in up to 10 years' imprisonment and/or an unlimited fine for the individual and an unlimited fine for the company, as well as potential damage to our reputation.

The company will not conduct business with service providers, agents or representatives that do not support the company's anti-bribery objectives. The company reserves the right to terminate its contractual arrangements with any third parties acting for, or on behalf of, the company with immediate effect where there is evidence that they have committed acts of bribery.

The success of the company's anti-bribery measures depends on you, and those acting for the company, playing their part in helping to detect and eradicate bribery. All employees and others acting for, or on behalf of, the company are therefore encouraged to report any suspected bribery in accordance with our procedures. The company will support any individuals who make such a report, provided that it is made in good faith.

If you are unsure about any of the contents of this policy, please speak to the Clerk to the Council.