



BOGNOR REGIS TOWN COUNCIL

EMPLOYEE HANDBOOK

BOGNOR REGIS TOWN COUNCIL

EMPLOYEE HANDBOOK

CONTENTS

	Page
Contents	1
Employee handbook issue & updates page	2
Introduction	3
Joining our organisation	4
Wages and salaries, etc.	6
Holiday entitlement and conditions	8
Sickness/injury payments and conditions	9
Safeguards	13
Standards	18
Health, safety, welfare and hygiene	19
General terms of employment, information and procedures	21
Anti Bribery	25
Whistle-blowers	26
Capability procedures	27
Disciplinary procedures	29
Capability/disciplinary appeal procedures	34
Grievance procedure	35
Personal harassment policy and procedure	36
Equality policy	39
Termination of employment	43
Rules for the use of Council pool vehicles and employees' own vehicles	44

BOGNOR REGIS TOWN COUNCIL

INTRODUCTION

Welcome to our team. We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your line manager.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our clients, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

JOINING OUR ORGANISATION

A) PROBATIONARY PERIOD

You join us on an initial probationary period of three months or as detailed in your offer letter. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

B) JOB DESCRIPTION AND PERSON SPECIFICATION

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

A person specification has also been prepared for each post, to set out the personal characteristics and experience likely to be required for a person to undertake this role. A copy will be issued with the Contract of Employment and Job Description.

C) INDUCTION

At the start of your employment with the Town Council you are required to attend an induction session, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

D) TRAINING AGREEMENT

The Town Council has a policy of encouraging its employees to undertake related training in order to further their career within the organisation. This will include assisting with costs of the training. However, in the event of termination of employment, for whatever reason, the Council will seek reimbursement of the costs in line with the Training Agreement. Further details are available separately.

E) EMPLOYEE TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the Council.

F) PERFORMANCE AND REVIEW

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

G) STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

H) OTHER POLICIES AND PROCEDURES

The Town Council has a number of other policies and procedures that will have been explained to you during your induction. Copies of these will have been provided to you separately or are available on request from the office and include:-

- Member – Officer Protocol
- Overtime and Time Off in Lieu (TOIL) Policy
- Smoke Free Policy
- Violence at Work Policy
- Stress at Work Policy

I) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the Council. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

J) MOBILITY

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to transfer to any other of our sites. This mobility is essential to the smooth running of the Town Council.

WAGES AND SALARIES, ETC.

A) ADMINISTRATION

1. Payment

- a. For salaried staff the pay month is the calendar month. Basic salaries are paid by the 24th day of the current month; additional payments where applicable are paid one month in arrears.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c. Any pay queries that you may have should be raised with the Town Clerk.

2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

3. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

B) ADDITIONAL HOURS

1. **Town Force Employees**

For Town Force Employees working beyond their usual working week (37 hrs Monday to Friday) and undertake up to 3 additional hours per week (i.e. maximum of 40 hours), will be granted Time Off in Lieu (TOIL), with the following enhancements as per the Councils Overtime and TOIL Policy:-

Monday to Friday	Normal Time
Saturday	Time and a half
Sundays and extra statutory holiday's	Double time (min two hours)

(Part time employees are entitled to these only at times and in circumstances in which full time employees in the Council would qualify. Otherwise a full working week for full time employees shall be worked by a part time employee before these enhancements apply).

For hours in excess of 40 hours **for Town Force Employees Only**, overtime will be paid with the appropriate enhancements.

2. **Non Town Force Employees**

For staff working more than their contracted hours, TOIL, with the appropriate enhancements, will apply. TOIL will be accrued in accordance with the Council's current Overtime and Time Off in Lieu policy.

The date when a day off in lieu is to be taken is to be mutually agreed with us.

3. **All Employees**

Staff required to work on Saturday and/or Sunday as part of their normal working week are entitled to the following enhancements.

Saturday	Time and a half
Sunday	Double time

3. Employees who work at night as part of their normal working week are entitled to receive an enhancement of time and one third for all hours worked between 8.00 pm and 6.00 am.
4. Where employees are engaged in non-standard patterns of work other than those covered by (1-3) above, local arrangements for compensation will be negotiated. This will include, for example:
 - a. shift work;
 - b. free and rest day working;
 - c. evening work;
 - d. recall to work (including travel time);
 - e. unavoidable split shift or split duty working;
 - f. irregular hours working;
 - g. lettings.

For employees above Spinal Column Point (SCP) point 28 the employing authority shall have discretion to pay the allowances set out in 2.3 Working Arrangements (National Joint Council for Government Services) (except additional hours) or to apply an inclusive rate of pay to take all the features of the job into account. For planned additional hours working the authority may also make an additional payment.

C) LATENESS/ABSENTEEISM

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

D) PENSIONS

The Council operates the Local Government Pension Scheme (LGPS) 2014 as a qualifying Scheme in accordance with the Pensions Act 2008.

You will be automatically enrolled into the LGPS when your employment starts but you are entitled to "opt out" of the Scheme if you wish. You are unable to "opt out" until after your employment has started.

If you choose to remain in the Scheme, the Council will pay in an Employer Contribution. You will also be required to pay the employee contribution which currently ranges from 5.5% to 12.5% of salary depending on your full time equivalent salary.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year.
3. You should complete form HR, available from your line manager for all holiday requests and have it signed by your Line Manager before making any firm holiday arrangements.
4. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
5. You should give at least one month's notice of your intention to take holidays and reasonable notice is required for odd single days.
6. Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms.
7. You are required to reserve sufficient days from your annual entitlement to cover the Christmas/New Year shut-down period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.

B) PUBLIC/BANK HOLIDAYS

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.

C) INCLEMENT WEATHER/TRAVEL ARRANGEMENT DISRUPTION

In the event of inclement weather or the disruption to your travel arrangements to work, staff may take the time off. This time off must be pre-authorized by Management and can either be taken as unpaid leave or holiday. Any variation to this will be at the discretion of the Management.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form (Form SCA) on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven calendar days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.

B) EVIDENCE OF INCAPACITY

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to and including seven calendar days) you must sign a self-certification absence form (Form SCA) on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven calendar days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.
3. Payment of SSP is subject to your adherence to rules relating to the production of certification and evidence

C) PAYMENTS

1. You are entitled to Statutory Sick Pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.
4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
5. If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.
6. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to

you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

7. If your employment is subject to the National Agreement on Pay and Conditions of Service made by the National Joint Council for Local Government Services, you are entitled to enhanced sick pay which amounts to:
 - During 1st year of service 1 month's full pay and (after completing 4 months service), 2 months half-pay plus SSP (so long as it does not amount to more than full pay)
 - During 2nd year of service 2 months' full pay and, 2 months half pay plus SSP (so long as it does not amount to more than full pay)
 - During 3rd year of service 4 months' full pay and, 4 months half pay plus SSP (so long as it does not amount to more than full pay)
 - During 4th & 5th years of service 5 months' full pay and, 5 months half pay plus SSP (so long as it does not amount to more than full pay)
 - After 5 years' service 6 months' full pay and, 6 months half pay plus SSP (so long as it does not amount to more than full pay)
8. The Council shall have discretion to extend the period of sick pay in exceptional cases.
9. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
10. In the case of full pay periods sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
11. In the case of half pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
12. Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
13. If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee's own misconduct or neglect or active participation in professional sport or injury while working in the employee's own time on their own account for private gain or for another employer sick pay may be suspended. The Council shall advise the employee of the grounds for suspension and the employee shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.

D) RETURN TO WORK

1. You should notify your Line Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
 2. If you have been suffering from an infectious or contagious disease or illness such
-

as rubella or hepatitis you must not report for work without clearance from your own doctor.

3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form (SCA) and hand this to your Line Manager.
4. Upon your return to work after any period of sickness/injury absence you may be required to attend a "return to work" interview to discuss your state of health and fitness for work. Information arising from such an interview will be treated in the strictest of confidence.

E) GENERAL

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

SICKNESS SELF-CERTIFICATION ABSENCE
--

Form SCA

This form should be completed on your return to work following any period of sickness. Copies of this form are available from your line manager.

If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.



**BOGNOR REGIS TOWN COUNCIL
SICKNESS SELF CERTIFICATION ABSENCE FORM**

This form is to be completed on your return to work following any period of sickness of seven calendar days or less and handed to your Line Manager.

If you are returning to work after a sickness absence of more than seven days (including non-working days) you should also provide a medical certificate to your Line Manager.

Name:Position:.....

1. Dates of sickness (including non-working days)

From: Day & Date.....am/pm.....

To:Day & Date.....am/pm.....

2. Dates of absence

From: Day & Date.....am/pm.....

To:Day & Date.....am/pm.....

3. Details of sickness or injury:

.....
.....

4. Was a medical practitioner consulted? YES : NO

5. If yes please give details of:

Doctor's Name:

Doctor's Address:

Date(s) of visit(s):

Treatment received:.....

Any current treatment:

6. Declaration

I certify that I have been incapable of work due to my sickness/injury on the above dates and this information is true and accurate.

I certify that if the absence was due to an injury I have made an entry in the Accident Report Book.

I acknowledge false information will result in disciplinary action.

Signed:

Date:

Approved:

Date:

SAFEGUARDS

A) RIGHTS OF SEARCH

1. We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from only someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place.
3. You may be asked to remove the contents of your pockets, bags, vehicles, etc.
4. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract, which could result in your dismissal.

B) CONFIDENTIALITY

1. All information that:-
 - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
 - b. relates particularly to the Council, or that of other persons or bodies with whom we have dealings of any sort; and
 - c. has not been made public by, or with the Council's authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

C) COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Council or other nominees as designated by the committee.

E) VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the software system the following must be observed:-

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b. all software must be virus checked using standard testing procedures before being used.

F) USE OF COMPUTER EQUIPMENT

In order to control the use of the Council's computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software must first of all be checked and authorised by the Council or the nominated person before general use will be permitted.
- b. Only authorised staff should have access to the Council's computer equipment.
- c. Only authorised software may be used on any of the Council's computer equipment.
- d. Only software that is used for business applications may be used.
- e. No software may be brought onto or taken from the Council's premises without prior authorisation.
- f. Unauthorised access to the computer facility will result in disciplinary action.
- g. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

G) E-MAIL AND INTERNET POLICY

1. Introduction

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the Council. The Internet and E-mail system have established themselves as an important communications facility within the Council and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

2. Internet

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Council's name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to

all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

3. E-mail

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Council's position on the correct use of the E-mail system.

4. Procedures - Authorised Use

- a. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
 - b. The E-mail system is available for communication and matters directly concerned with the legitimate business of the Council. Employees using the E-mail system should give particular attention to the following points:-
 - i) all comply with Council communication standards;
 - ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
 - iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
 - iv) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Council will be liable for infringing copyright or any defamatory information that is circulated either within the Council or to external users of the system; and
 - v) offers or contracts transmitted by E-mail are as legally binding on the Council as those sent on paper.
 - c. The Council will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:-
 - i) any messages that could constitute bullying, harassment or other detriment;
 - ii) personal use (e.g. social invitations, jokes, cartoons or chain letters);
 - iii) on-line gambling;
 - iv) accessing or transmitting pornography;
 - v) transmitting copyright information and/or any software available to the user; or
-

-
- vi) posting confidential information about other employees, the Council or its customers or suppliers.
 - d. you are permitted to use our email and internet facility during your non working hours for appropriate purposes.
 - e. As an organisation we reserve the right to monitor all electronic communication to and from our equipment.

H) USE OF SOCIAL NETWORKING SITES

Council Equipment

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

Personal Equipment

6. If you use social networking sites at home or outside of work any comments you make may still have an impact on your work and your colleagues. Please note that you may still be subject to the Council's Disciplinary Procedures if you make any defamatory, inappropriate and/or offensive comments about the Council, its clients or your colleagues when on line.
 7. Please ensure therefore that you do not use systems like Facebook or Twitter to:
 - i. gossip about colleagues in relation to work issues
 - ii. gossip or complain about management or management policies
 - iii. give out any information in relation to your workplace
-

-
- iv. directly communicate with or harass a colleague in relation to an issue of dispute
8. Such comments are capable of amounting to gross misconduct and may therefore result in the termination of your employment.

STANDARDS

A) WASTAGE

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:-
 - a. handle machines, equipment and stock with care;
 - b. turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - c. ask for other work if your job has come to a standstill; and
 - d. start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
 - a. any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
 - b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to us the full or part of the cost of the loss; and
 - c. in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

As you are liable to come into contact with service users and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

C) HOUSEKEEPING

Both from the point of view of safety and of appearance all work areas must be kept clean and tidy at all times.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the office.

B) SMOKING POLICY

The Council operates a smoke-free workplace. Smoking (which includes the use of e-cigarettes and personal vaporisers) is only permitted in clearly designated outside areas. Smoking in any undesignated place (for example, in front of the Council offices) is an act of gross misconduct that will usually result in dismissal.

C) ALCOHOL & DRUGS

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-

(These are examples only and not an exhaustive list).

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.);
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work); and
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

D) HYGIENE

1. Any exposed cut or burn must be covered with a first-aid dressing.

-
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
 3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES
--

A) CHANGES IN PERSONAL DETAILS

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

B) DATA PROTECTION ACT 1998

The above act was introduced to regulate personal data held either on computer or within a manual filing system. As an employer it is our responsibility to ensure that the documentation held is relevant, accurate and where necessary, kept up to date. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects under the Act. As an employee you will have the right, upon written request, to be told what personal data about you is being processed. You will also have the right to be informed of the source of the data and to whom it may be disclosed.

We are not obliged to supply this information unless you make a written request and for such requests, a fee will be payable.

C) OTHER EMPLOYMENT

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation.

D) TIME OFF

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Line Manager and may be without pay.

E) MATERNITY/PATERNITY LEAVE AND PAY

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify your Line Manager at an early stage so that your entitlements and obligations can be explained to you.

F) PARENTAL LEAVE

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your Line Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

G) SHARED PARENTAL LEAVE

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the

mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Council 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Council. While every effort will be made to accommodate the needs of individual employees, the Council may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Council's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with the Town Clerk who will check that you qualify and help guide you through the procedure.

H) TIME OFF FOR DEPENDANTS

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with your Line Manager, who, if appropriate, will agree the necessary time off.

I) BEREAVEMENT LEAVE

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Town Clerk and agree appropriate time off.

J) JURY SERVICE

If you are required to undertake jury service or to attend court you must advise your Manager in order that the necessary arrangements for your work can be made. You are normally eligible for loss of earnings, travel and subsistence allowances. You will be permitted reasonable time off to carry out such public duty, but you should not volunteer for jury service beyond 14 days without referral and permission from the Council.

K) TRAVEL EXPENSES

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

L) EYE TEST

As a display screen user, you are entitled to have an eye test during your employment with us if you feel that your eyesight may need to be corrected in order for you to use the equipment safely. The test must be carried out by a qualified Optometrist approved by the Council. You must advise your Manager of your need for an eyesight test prior to making any firm arrangements. The cost of the test will be reimbursed by us against receipts. If you require prescription lenses we will only reimburse the cost of single lenses and National Health frames. Should you choose to purchase lenses or frames of a higher value the additional cost will be borne by you. Further details are available from your Manager.

M) COMMUNICATIONS

We will try to keep you informed about items of interest by means of joint consultative staff meetings.

N) EMPLOYEES' PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

O) LOST PROPERTY

Articles of lost property should be handed in the first instance to your Line Manager who will log and retain them whilst attempts are made to discover the owner.

P) PARKING

To avoid congestion, all vehicles must be parked only in the appropriate parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

Q) PARKING PERMITS

The Town Council issue parking permits to office based employees. The use of parking permits are only valid whilst undertaking Council duties and not for personal usage.

R) 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 except in those cases where a formal re-charge arrangement has been made.

S) TELEPHONE CALLS/MOBILE PHONES

Telephones are essential for the Council. Incoming personal telephone calls are allowed in the case of emergency. Outgoing calls can be made with the prior permission of your Line Manager. Personal mobile phones should be kept to an absolute minimum during your working hours. Where Council mobile phones are provided, no personal use is allowed other than in an emergency. This call or calls must be notified to the office as soon as possible. These calls will be recharged.

T) BUYING OR SELLING OF GOODS

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours.

U) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by the Town Clerk no collections of any kind are allowed on our premises.

V) FRIENDS AND RELATIVES CONTACT

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

W) BORROWING OR LENDING

The Council strongly disapproves of staff either lending or borrowing money from work colleagues as this can lead to ill feeling, disputes and ultimately the break down of the harmony of the team. Failure to follow this instruction may result in disciplinary action.

ANTI BRIBERY

A) INTRODUCTION

Bribery is a criminal offence. The Council prohibits any form of bribery. We require compliance, from everyone connected with the Council, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us and we have a zero tolerance attitude towards corrupt activities of any kind, whether committed by our employees or by third parties acting for or on our behalf.

B) POLICY

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or company in order to gain commercial, contractual or regulatory advantage for the Council, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the Town Clerk. You may be asked to give a written account of events.

Staff are reminded of the Council's Whistleblowing policy which is available in the Employee Handbook, or upon request.

C) GIFTS AND HOSPITALITY

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from the Town Clerk. Similarly, no gift nor offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Town Clerk.

A record will be made of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the Council reserves the right to amend this policy without prior notice.

Employees should also refer to the Officers Code of Conduct in this regard.

WHISTLE-BLOWERS

1. If you believe that the Council is involved in any form of wrongdoing such as:
 - a. committing a criminal offence;
 - b. failing to comply with a legal obligation;
 - c. endangering the health and safety of an individual;
 - d. environmental damage; or
 - e. concealing any information relating to the above

you should in the first instance report your concerns to your Manager who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate organisation or body, e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

2. If you do not report your concerns to your Manager you may take them direct to the appropriate organisation or body.
3. The Public Interest Disclosure Act 1998 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.
4. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in good faith (e.g. for malicious reasons or in pursuit of a personal grudge), then it will make you liable to immediate termination of engagement or such lesser disciplinary sanction as may be appropriate in the circumstances.

CAPABILITY PROCEDURES

A) INTRODUCTION

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

1. If the nature of your job changes or if we have general concerns about your ability to perform your job we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
4. If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) PERSONAL CIRCUMSTANCES/HEALTH ISSUES

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

D) SHORT SERVICE STAFF

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a hearing and you will have the right to appeal.

DISCIPLINARY PROCEDURES

A) INTRODUCTION

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
 - a. the correct procedure is used when requiring you to attend a disciplinary hearing;
 - b. you are fully aware of the standards of performance, action and behaviour required of you;
 - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner;
 - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
 - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee or a trade union representative at all stages of the formal disciplinary process;
 - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
 - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

B) DISCIPLINARY RULES

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

- a. failure to abide by the general health and safety rules and procedures;
- b. smoking in designated non smoking areas;
- c. consumption of alcohol on the premises;
- d. persistent absenteeism and/or lateness;
- e. unsatisfactory standards or output of work;
- f. rudeness towards service users, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h. unauthorised use of E-mail and Internet;
- i. failure to carry out all reasonable instructions or follow our rules and procedures;
- j. unauthorised use or negligent damage or loss of our property;
- k. failure to report immediately any damage to property or premises caused by you;
- l. use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n. if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction;
- o. carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain; and
- p. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

D) SERIOUS MISCONDUCT

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:-

- a. theft or fraud;
- b. physical violence or bullying;
- c. deliberate damage to property;
- d. deliberate acts of unlawful discrimination or harassment;
- e. possession, or being under the influence, of illegal drugs at work; and
- f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

(The above examples are illustrative and do not form an exhaustive list.)

F) DISCIPLINARY PROCEDURE

1. Disciplinary action taken against you will be based on the following procedure:-

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION
UNSATISFACTORY CONDUCT	Written warning	Final Written Warning	Dismissal
MISCONDUCT	Written warning	Final written Warning	Dismissal
SERIOUS MISCONDUCT	Final written warning	Dismissal	
GROSS MISCONDUCT	Dismissal		

-
2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
 3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.
 4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a different level of seniority progressing any action at whatever stage of the disciplinary process.

PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:

	MANAGEMENT	OTHER EMPLOYEES
Written warning	Chairman/Vice Chairman of the Policy and Resources Committee/Members of the Council	Line Manager/Town Clerk
Final written warning	Chairman/Vice Chairman of the Policy and Resources Committee/Members of the Council	Line Manager/Town Clerk
Dismissal	Chairman/Vice Chairman of the Policy and Resources Committee/Members of the Council	Line Manager/Town Clerk

H) PERIOD OF WARNINGS

1. Written warning

A written warning will normally be disregarded for disciplinary purposes after a twelve month period.
2. Final written warning

A final written warning will normally be disregarded for disciplinary purposes after an eighteen month period.

I) GENERAL NOTES

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment within five working days.
3. An appeal against a formal warning or dismissal should give details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by the Chairman and Vice Chairman of the Council's Policy and Resources Committee or a Member of the Council not previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
5. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice or a trade union representative, who may speak on your behalf. The result of the appeal will be made known to you normally in writing within five working days after the hearing.

GRIEVANCE PROCEDURE

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform via your Line Manager who will inform the Chairman and Vice Chairman of the Council's Policy and Resource Committee within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Council will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
7. Grievances raised under the standard council grievance procedure will normally be investigated, and any meetings to discuss the grievance conducted by the employee's Line Manager and/or the Town Clerk.
8. If an employee's grievance is about his/her Line Manager they should raise the matter with the Town Clerk, or if the Town Clerk is the Line Manager about who there is a grievance, with the Chairman of the Council's Policy and Resources Committee. In such circumstances the Town Clerk or the Chairman and Vice Chairman of the Policy and Resources Committee will conduct all investigations and any grievance meeting respectively and three Members of the Policy and Resources Committee other than the Chairman and Vice Chairman will conduct any grievance appeal meeting.
9. Where a grievance is raised by the Town Clerk any grievance meeting will be conducted by two Members of the Policy and Resources Committee (to be agreed with the Clerk) other than the Chairman and Vice Chairman and any grievance appeal meeting will be conducted by three Members of the Council (agreed with the Clerk) who do not sit on the Policy and Resources Committee. If the Members and Clerk cannot agree on membership then it will go to arbitration as set out in "The National Agreement on Pay and Conditions of Service."

PERSONAL HARASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

1. Harassment or victimisation on the grounds of race, colour, nationality, ethnic or national origin, sex, marital status, gender reassignment, sexual orientation, religion, belief, disability or age is unacceptable.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

B) POLICY

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

C) EXAMPLES OF PERSONAL HARASSMENT

Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:

- a. insensitive jokes and pranks;
- b. lewd or abusive comments about appearance;
- c. deliberate exclusion from conversations;
- d. displaying abusive or offensive writing or material;
- e. unwelcome touching; and
- f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

D) COMPLAINING ABOUT PERSONAL HARASSMENT

1. Informal complaint

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Town Clerk or nominee who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

2. Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the Town Clerk or nominee as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper, another work colleague of your choice or a trade union representative and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the

investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) GENERAL NOTES

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

EQUALITY

A) STATEMENT OF POLICY

1. The Council aspires to be an Equal Opportunities employer. The Council, as a corporate body, has responsibilities as an employer and employees, as individuals also have responsibilities as well as rights. Our aim is to ensure that all employees are not subject to any form of discrimination, harassment and/or victimisation at any time on the basis of age, gender, gender reassignment, ethnic origin, colour, disability, illness (such as HIV or AIDS), marital status or being in a civil partnership, nationality, race, religion or belief, sexual orientation, pregnancy and maternity or social background.
2. This Policy recognises the Council's duties under the Equality Act 2010.
3. We are committed to ensuring that our employment practices are fair, accessible, responsive and appropriate for all the dedicated staff we employ.
4. To achieve this we are working on eliminating all forms of discrimination in accordance with our Equality Statement and ensure that human rights (dignity and respect) are central to the way in which we deliver services.
5. We will strive to advance equality of opportunity between people who share a protected characteristic and those who do not and to foster good relations between people who share a protected characteristic and those who do not.
6. The Council is committed to making full use of the talents and resources of all its employees. It will recruit, reward, develop, promote and transfer employees on the basis of the skills, relevant qualifications, experience, aptitude and ability they can bring to the job.
7. The Council will encourage and develop all employees to support and carry out the requirements of this Equality policy. All employees will be encouraged to identify and disseminate good practice.

B) RECRUITMENT AND SELECTION

1. The Council recruitment process must result in the selection of the most suitable person for the job, in respect of experience and qualifications. It is against The Council's policy to discriminate either directly or indirectly on the grounds of any characteristic listed in its Equality Statement, at any stage of the recruitment process.
2. The Council staff must ensure that:
 - all job opportunities are open to all applicants
 - no prejudgement or assumptions are made by recruiters or managers.
 - all applications are given equal consideration
 - no decision is made in advance regarding the outcome of recruitment
 - all applicants and staff are made aware of the Council policy on recruitment
3. All recruitment publicity must positively encourage applications from all suitably qualified and experienced people and should avoid any stereotyping of roles. All publicity should state that The Council is an Equal Opportunities employer and welcomes diversity. All vacancies must be advertised in accordance with the Council's Personnel Policies.

-
4. The selection process must be carried out consistently at all levels. It must be fair and non-discriminatory. Application forms where used, must state that The Council is an Equal Opportunities employer. The only criteria to be used in the selection process are those based on the skills, experience and qualifications essential for the job.
 5. All aspects of The Council's recruitment and selection process will be monitored by the Town Clerk to ensure the Council meets its obligations as an Equal Opportunities and quality employer.

C) TRAINING AND PROMOTION

Training and development opportunities will be made available to all employees and any form of discrimination whether direct or indirect will not be tolerated. Priority will be given to training or development activity which is linked to the achievement of The Council's aims and objectives. Where resources permit the Council will support training and development beyond the needs of the job which can be returned as a benefit to the Council i.e. increased flexibility, breadth of experience and commitment.

D) TERMS AND CONDITIONS

All employees will be treated equitably with respect to pay and other conditions of their contracts of employment.

E) BREACHES OF POLICY

Employees who feel that they have been subject to discrimination should attempt to resolve the issue by talking to the individual whom they feel has acted inappropriately. If this does not resolve the issue then the employee can approach their manager or, if necessary, the Town Clerk under the Grievance Procedure

F) HARASSMENT

The Council will not tolerate or accept any form of harassment of its employees. All employees have the right to be treated with dignity and any contravention of this right may be subject to the appropriate grievance or disciplinary procedure. Harassment policy and processes are included in the Council's Personnel Policies.

G) DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES

The Council will make reasonable changes to the physical features of its premises or to its method of undertaking business where this can enable an employee to properly undertake their job role. We will think positively about disabled staff as we do with disabled customers.

H) RELIGIOUS DISCRIMINATION

Discriminatory behaviour which fails to acknowledge the rights and needs of people with different beliefs or practices will be treated as a disciplinary offence.

I) BULLYING

1. Workplace bullying is a separate issue from sexual and racial harassment but the effects can be the same. Within the working environment bullying can be described as the use of a position or power to coerce others by fear, oppression or threat.
2. The Council will not tolerate bullying behaviour at any level and it is the responsibility of all managers to eliminate any form of bullying which they become aware of. Allegations of bullying will be dealt with under the grievance or disciplinary procedures or Councillors Code of Conduct. Any employee who feels they are being bullied should consult any manager or the Town Clerk.

J) VICTIMISATION

The Council will ensure that no employee is treated less favourably than other people because, for example they have brought proceedings, given evidence, or complained about the behaviour of someone who has been harassing or discriminating against them.

K) AGE

- Recruitment is based entirely on relevant criteria, this criteria will be specific to the post and will not include age or age related criteria. Person specifications must focus on job needs only.
- All Job advertisements will avoid the use of ageist language.
- Where appropriate, advertisements will be designed to attract a mixed-age response through advertising. Application forms will be reviewed to minimise inferred calculation of age.
- Age related details will be separated from the application form as far as practicable.
- Candidates will be selected on the basis of skills and abilities. Recruitment procedures will ensure that the process is fair, consistent and does not discriminate against a particular age group.
- Only job-related questions should be asked of job applicants. Candidates will be measured against selection criteria to help decision-making.
- All successful applicants will be subject to an employment medical questionnaire irrespective of age. Assumptions about capability or medical fitness will not be based on the age of the applicant.
- Promotion, training and career development opportunities will be provided equally for all staff whatever their age.
- Specific length of service provisions relating to pay and benefits will only be permitted where this can be justified in that the arrangement rewards loyalty, encourages motivation or recognises relevant experience.
- Pay scales and access to other benefits including the occupational pension and bonuses will not be based on age. Any age related criteria will be removed.
- The Council does not have a default age for retirement.
- Any voluntary redundancy scheme will not be based on age related criteria unless such criteria may be justified under the regulations. Selection for redundancy will not be based on length of service alone as this is indirectly discriminatory.

L) RESPONSIBILITIES

1. All employees of the Council have a responsibility to ensure that the Council's Equal Opportunities policy is communicated and its requirements adhered to.
2. All Council staff will receive training and development in equal opportunities issues and Councillors will be offered this training.

M) POSITIVE ABOUT SERVICE DELIVERY

1. The Council's clients have the right to expect fair and non-discriminatory treatment whilst participating in or receiving any of The Council's services. It will ensure that all recipients of the services delivered directly by the Council are guaranteed the same opportunity.
2. All aspects of the Council's Equalities Policy impact on the manner in which it directly delivers services to and for its customers.
3. Adherence to the principles and practices contained within the policy will be monitored on a regular basis. The Council will look for ways that it can make its services accessible to all.
4. Breaches of this Policy by staff will be subject to the grievance and discipline procedures.
5. Where any service is delivered indirectly by contractors, partners or volunteers, the Council will ensure that they understand its Equality Policy and adhere to it.

TERMINATION OF EMPLOYMENT

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

C) RETURN OF OUR PROPERTY

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

D) RETURN OF VEHICLES

On termination of your employment you must return any Council vehicle that you are responsible for to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

E) GARDEN LEAVE

If either you or the Council serves notice on the other to terminate your employment the Council may require you to take "garden leave" for all or part of the remaining period of your employment.

If you are asked to take garden leave you:

- i) must not attend your place of work or any other premises of the Council or any associated organisation; unless otherwise requested by the Council;
- ii) may be asked to relinquish immediately any offices you hold in the Council or any associated organisation;
- iii) may not be required to carry out your normal duties during the remaining period of your employment; however you will still be available for answering queries;
- iv) must return to the Council all documents, software, equipment, Council property and other materials (including copies) belonging to the Council or associated organisation containing confidential information; and
- v) must not, without the prior written permission of the Council, contact or attempt to contact any client, customer, supplier, agent, professional adviser, broker, or banker of the Council or any associated Council or any employee of the Council or any associated organisation.

NB.

During any period of garden leave you will continue to receive your full salary and any other contractual benefits.

RULES FOR THE USE OF THE COUNCIL'S POOL VEHICLES AND EMPLOYEES OWN VEHICLES
--

A) DRIVING LICENCE AND AUTHORITY TO DRIVE POOL VEHICLES

1. You must be in possession of a current driving licence and have the Council's authority to drive one of our vehicles.
2. Licences will go through the Council's inspection procedure which requires us to check individual licences once a year with the DVLA, or as otherwise requested. The Council will require you to share your driving licence information by supplying it with your driving license number and a check code provided by the DVLA.
3. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
4. It is your responsibility to see that the vehicle is not used by anyone other than authorised employees.

B) FIXTURES, FITTINGS AND MODIFICATIONS

1. No fixtures such as aerials, roof racks, towing apparatus, stickers, may be attached to any of our vehicles without prior written permission.
2. No change or alterations may be made to the manufacturer's mechanical or structural specification of the vehicle.

C) WARRANTY

All warranty work must be reported to us prior to it being carried out.

D) CLEANING AND MAINTENANCE

1. When you drive one of our vehicles it is your responsibility to ensure that it is kept clean and tidy and that it is returned to us in that condition after use.
2. Any maintenance or repair work, or replacement of parts, including tyres, must be approved in advance by us, and reimbursement will only be made against production of an authorisation. Full details of the work required and the cost involved must be given.

E) FUEL ETC.

1. Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
2. Unless contrary arrangements exist in writing between us, fuel cards will be used at all times.

F) FINES

We cannot under any circumstances accept responsibility for parking or other fines incurred by you.

G) DAMAGE OR INJURY

1. If you are the driver of any of our vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the owner, the registration number of the vehicle and the name of the Council's insurance to any person having reasonable grounds for requiring such information, it is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the police as soon as possible, but within twenty four hours of the occurrence.
2. In addition in the case of an incident involving injury to another person or to notifiable animals, you are responsible for notifying the police of the occurrence, and must produce your insurance certificate to a police officer attending the accident, or any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a police officer within twenty four hours. If you are not then able to produce the certificate, you must, in any event, produce it in person within five days after the accident, to such police station as you may specify at the time of first reporting the accident.
3. For security reasons, insurance certificates are kept by us and photocopies are kept in each vehicle.

H) LOSS

1. In the case of theft of one of our vehicles, the police and ourselves must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle the police and ourselves should be notified immediately.
2. Please note that only Council property is insured by us and you should make your own arrangements to cover personal effects.
3. The vehicle should be kept locked when not in use and the contents should be stored out of sight, preferably in the boot if it is a car. If a vehicle is stolen we are required to prove to the Council's insurance that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence.

I) ACCIDENT PROCEDURE

1. It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident, obtain an accident report form from us which must be completed and returned to us within twenty four hours. All the information required on the form must be completed. You should note, that whenever possible the following particulars should appear in the form:-
 - a. the name and address of the other driver and the name and address of his/her insurers
 - b. the names and addresses of all passengers in both our vehicle and the third party's vehicle
 - c. names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident
-

-
- d. particulars of the police attending i.e. name, number and division.
 2. A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
 3. If our vehicle is undriveable you are responsible for liaising with the Town Force Co-ordinator so that adequate arrangements for the vehicle to be towed to a garage can be made. The name and address of the garage where the vehicle may be inspected must be stated on the claim form.
 4. An estimate of the repairs required to be carried out, showing details and cost of both labour and materials, must be obtained and sent to us as soon as possible.
 5. Under no circumstances may repairs be put in hand until the Council's insurance provider has given its agreement. We will notify you when this has been done.
 6. You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in I) above and nothing more.

J) ROAD FUND LICENCE

The road fund licence for each vehicle will be renewed automatically when due, but in the event that you do not receive the new licence by the expiry date, we should be notified immediately. The vehicle should not be driven if a valid road fund licence has not been issued.

K) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business unless previous arrangements for private domestic or social use have been agreed with us in advance.

They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motoring sport, including racing, rallying or pace making, whether on the public highway or on private land.

L) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.

Repeated instances may result in disciplinary action.

M) USE OF EMPLOYEES' OWN VEHICLE

1. The Council does not currently have a policy which entitles employees to the provision of a car as part of their contract of employment or the equivalent annual cash payment.
2. Where the Council authorises an employee to use a private car on official business, the employee will receive a casual user allowance in accordance with the approved Green Book rate.

-
3. Business mileage is usually the distance travelled between your normal office and the place you are visiting. Where you are commencing travel from home for business purposes i.e. not to your normal office, then the business mileage to be claimed is from your home to the place you are visiting or your normal office to the place you are visiting, whichever is the lesser.
 4. The Council reserves the right to request copies of the individual's insurance certificate, to ensure adequate cover is in place for the business use of the vehicle. Where staff are travelling to the same function/meeting, every effort should be made to travel together.