

# **Macclesfield Town Council**

**Version 4**

# **EMPLOYEE HANDBOOK**

# VERSION CONTROL

Document Title: Employee Handbook

Version No.	Date Change Made	New Version No.	Changes Made By (initial)	Comment
1	3/5/16	2	BE	As advised by Becky Edwards of Wirehouse Employer Services  Amendments approved by Personnel Committee 29/7/16  Approved by Full Council 12/9/16
2	28/09/17	3	GE	As advised by Gemma Elam of Wirehouse Employer Services
3	08/10/18	4		As advised by Wirehouse Employer Services.  Approved by Full Council 8/10/18

# **CONTENTS**

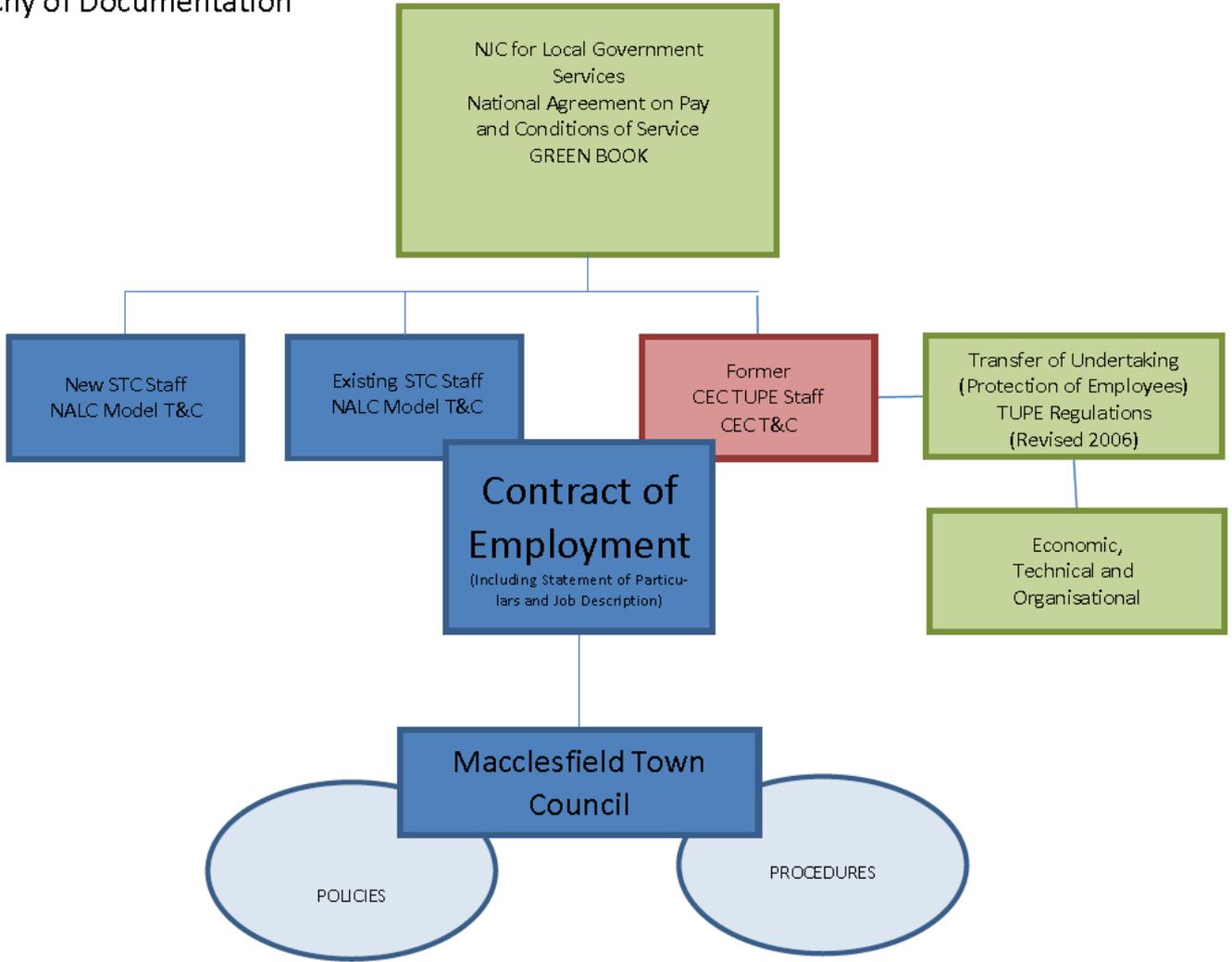
## Section One

- 1. INTRODUCTION**
- 2. JOINING THE ORGANISATION**
- 3. OUR RULES AND STANDARDS OF CONDUCT**
- 4. PAY AND EXPENSES**
- 5. ANNUAL LEAVE**
- 6. SICKNESS ABSENCE**
- 7. FAMILY FRIENDLY ENTITLEMENTS**
- 8. TIME OFF WORK**
- 9. PERFORMANCE AND TRAINING**
- 10. CONFIDENTIALITY AND SECURITY**
- 11. TERMINATION OF EMPLOYMENT**



# MACCLESFIELD TOWN COUNCIL

## HR – Hierarchy of Documentation



## INTRODUCTION

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

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

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

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

Section 1 of this Handbook and your Statement of Main Terms and Conditions of Employment are supplemented by the policies and procedures summarised in Section 2 which are relevant to your employment. Such policies are not contractual but they are important documents and you are required to be aware of their contents. Our policies will be reviewed and updated from time to time. We reserve the right to make reasonable modifications to the content of the handbook from time to time. Minor changes of detail, or changes required to comply with current legislation, will be notified to you by general notice. Any fundamental alterations will only be implemented following full consultation with the relevant employees.

This Handbook and your Statement of Particulars of Employment are supplemented by further policies relevant to your employment (contained within the Green Book\*) a copy of which is available from the Town Clerk on request and can be viewed by appointment. Such policies are not contractual but they are important documents and you are required to be aware of their contents. Our policies will be reviewed and updated from time to time.

The diagram on page 4 shows the documents that form your Terms and Conditions, it is your responsibility to familiarise yourself with each document. If you need assistance then you must ask the Town Clerk for guidance.

*\*A nationally agreed set of Pay and Conditions of Service specifically for employees of Local Councils.*

## **2. JOINING THE ORGANISATION**

### **2.1 PERSONNEL FILE**

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

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

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

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

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

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

### **2.2 IDENTITY DOCUMENTATION**

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

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

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

### **2.3 VETTING, BARRING AND REFERRALS**

Due to the nature of our business, we comply fully with the requirements of the vetting and barring checks administered by the Disclosure and Barring Service (DBS). Accordingly, if you have been recruited or transferred to work in a 'regulated' activity in terms of the relevant legislation, we shall require you to undertake an enhanced criminal record check.

Unsatisfactory checks may require us to terminate your employment.

In terms of vetting and barring, we shall comply with our duty to refer to the DBS any relevant

information concerning any employee working with children or vulnerable adults in a regulated or controlled activity where that employee has allegedly caused harm or poses a risk of harm to children and/or vulnerable adults.

Arrangements in respect of the reimbursements of the costs incurred in obtaining enhanced criminal record disclosures and registering with the DBS will be agreed with you in advance of the application.

In terms of the vetting and barring scheme, we comply with our duty to refer to the ISA any relevant information concerning any employee working with children or vulnerable adults in a regulated or controlled activity where that employee has allegedly caused harm or poses a risk of harm to children and/or vulnerable adults.

Arrangements in respect of the reimbursements of the costs incurred in obtaining enhanced disclosures and registering with the ISA will be agreed with you in advance of the application.

## **2.4 REFERENCES**

We obtain satisfactory references for all new employees. After having made a job offer to you, we request a minimum of two written references. Normally, any job offer will be conditional upon the receipt of satisfactory references prior to your starting date.

If you commence employment with us prior to our receipt of your references and one or both of the references subsequently received contains information that is adverse to you, or if the information received contradicts information provided by you, we may seek to obtain further references and may interview you again to clarify matters.

Unsatisfactory references and/or the failure to provide references may require us to terminate your employment.

## **2.5 JOB DESCRIPTION**

You will be issued with a Job Description for your role with us. It describes the main tasks and responsibilities of your job so that there is a proper understanding of the requirements of your job.

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

Any job description provided to you will be appended to your contract of employment unless specified otherwise.

## **2.6 PROBATIONARY PERIOD**

Your first 13 weeks of employment with us is a probationary period allowing us to monitor your capability, suitability and conduct.

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

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

## **2.7 INDUCTION**

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

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

## **3. OUR RULES AND STANDARDS OF CONDUCT**

### **3.1 TIMEKEEPING**

Our productivity, efficiency and effectiveness depend on the regular and punctual attendance of all employees.

Your Statement of Particulars of Employment specifies the minimum hours that you are contractually required to work, including your start and finish times and any designated rest breaks.

You are responsible for ensuring that you arrive at work early enough to enable you to begin your work at the appointed start time. Similarly, you are required to remain at work at least until your contracted finishing time, unless granted prior permission by the Town Clerk to leave work before that time. The same principles apply to breaks; the time allocated must not be exceeded, unless special prior permission has been given.

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

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

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

### **3.2 APPEARANCE AND DRESS**

Your appearance must be professional at all times both within the workplace and when representing our organisation elsewhere. You should also maintain a good standard of personal hygiene.

If you are required to wear a uniform you must ensure that you do so during all working hours. Uniforms must always be clean and worn in a presentable fashion. Uniforms issued to you may not be altered in any way without our permission.

Uniforms issued by us remain the property of Macclesfield Town Council. You must take responsibility to ensure that good care is taken of any uniform issued to you, and return any uniforms issued to you on the termination of employment.

Payment of any final sums due to you upon termination of your employment will be delayed until all items of our uniform in your possession have been returned in good condition.

If your role requires protective clothing, you are required to wear this clothing while carrying

out your duties whenever required by law or our rules.

If you disregard these rules, you will be subject to disciplinary action. In serious cases, where your appearance and/or hygiene is unacceptable, you will be required to return home to change/remedy your personal hygiene. In these circumstances, you will not be paid for the duration of your absence from work.

### **3.3 GENERAL CONDUCT AT WORK**

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

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

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

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

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

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

### **3.4 HEALTH AND SAFETY**

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

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

You should report any health and safety concerns without delay.

The Town Clerk should be advised of any accidents that take place on our premises or that occur during working hours. Every accident should be reported, no matter how minor. We will require your co-operation into any subsequent investigations carried out by us.

### **3.5 DRUGS AND ALCOHOL**

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

It is a criminal offence to be in possession of, use or distribute an illicit substance. If we suspect you have committed any such offences while on our premises, while within one of our vehicles or while engaged elsewhere on our organisation,

the offence will be investigated by us. This may lead to disciplinary action being taken against you and the matter being reported to the Police.

You may not:

- report, or endeavour to report, for duty having consumed drugs or alcohol likely to render you unfit and/or unsafe for work;
- consume or be under the influence of drugs or alcohol while on duty, including during

- authorised breaks;
- store drugs or alcohol in personal areas such as lockers and desk drawers;
- attempt to sell or give drugs or alcohol to any other employee or other person on our premises.

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

If you are suffering from a drug or alcohol dependency you should advise a member of senior management of your own choosing. We will seek to provide reasonable assistance by treating absences for treatment and/or rehabilitation as sickness absence. If you fail to accept help or fail to continue with treatment you may be subject to our normal disciplinary procedures.

### **3.6 SMOKING**

We do not permit smoking anywhere on our premises (or within any of our vehicles). Any breach of our rules on smoking may lead to disciplinary action being taken against you.

### **3.7 PERSONAL RELATIONSHIPS**

In the interest of probity, if you are involved in a close personal relationship with a colleague, contractor, client, customer or supplier you should inform the Town Clerk immediately. The information declared will be recorded on the personal files of both employees and treated in strict confidence.

### **3.8 POLITICAL ACTIVITY**

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

### **3.9 CONTACT WITH FRIENDS OR RELATIVES**

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

### **3.10 TELEPHONE OR ELECTRONIC DEVICES**

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

#### **Safety/security**

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

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

### **3.11 PERSONAL MOBILE PHONES**

Personal mobile phones brought onto our premises, or any premises on which we operate, should be left in your locker, should be kept switched off during working hours and used only during authorised work breaks.

### **3.12 CAMERA TELEPHONES/EQUIPMENT**

Your role may lead you to work with confidential information or have access to it. Accordingly, unless you have obtained the permission of the Town Clerk, you may not use, whether on our premises or elsewhere, any one of the following:

- the camera function on a mobile phone;
- a digital or other camera;
- a camcorder or similar device; or
- a tape or other recording device for sound or pictures.

You should note these rules do not restrict any confidentiality obligations contained within your Statement of Particulars of Employment, this handbook, any of our policies currently in force or any other confidentiality or non-disclosure agreement. These continue in full force and effect.

### **3.13 RADIOS**

You must not operate radios or portable cassettes, tape recorders or any other form of audio equipment without our prior permission. Where such permission is given, the volume controls must be kept to an acceptable level so that the noise level does not annoy or disturb others working in your vicinity.

### **3.14 OUR PROPERTY**

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

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

### **3.15 MINIMUM WASTE**

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

### **3.16 PERSONAL PROPERTY**

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

### **3.17 OTHER EMPLOYMENT AND CONFLICTS OF INTEREST**

You are not permitted to undertake any other employment, or hold any office, without our express written permission.

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

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

### **3.18 CONDUCT OUTSIDE WORKING HOURS**

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

In order to foster team spirit and good working relationships, we may offer you the opportunity to attend social events from time to time. We may also organise work-related social events to which clients, as well as staff, are invited.

Although such social events usually take place away from the workplace and outside of normal working hours, our standard code of conduct applies to such events. While we do not wish to affect your enjoyment of such social events, certain rules of conduct are necessary for the protection and comfort of all those attending.

Accordingly, if you attend a work-related social event you must observe the following rules and principles:

- Alcohol should be consumed only in moderation.
- The use of illegal drugs, including cannabis, is forbidden.
- Our policy on dignity at work should be observed.
- Do not behave in a way that could offend, intimidate, embarrass or upset any other person, whether as a joke or not.
- Do not swear or use intemperate language.
- Do not behave in any way that could bring our name into disrepute.

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

### **3.19 DISCLOSURE OF CRIMINAL CONVICTIONS**

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

arise during the period of your employment could also result in disciplinary action being taken against you up to and including summary dismissal.

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

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

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

### **3.20 ACCEPTANCE OF GIFTS**

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

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

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

### **3.21 COLLECTIONS**

We do not wish to stop appropriate collections taking place. However, when money is passing between colleagues, it is important to ensure that the reasons are appropriate, and that the money is recorded and managed correctly.

If you wish to carry out a collection you should obtain permission from the Town Clerk prior to starting the collection.

### **3.22 GAMBLING**

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

### **3.23 BUYING/SELLING GOODS**

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

## **4. PAY AND EXPENSES**

### **4.1 RATE OF PAY**

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

### **4.2 PAY STATEMENT**

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

### **4.3 PAY ADMINISTRATION**

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

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

### **4.4 TAX YEAR DETAILS**

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

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

Duplicates of these documents cannot be provided.

## **5. ANNUAL LEAVE**

### **5.1 HOLIDAY YEAR**

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

### **5.2 HOLIDAY ENTITLEMENT**

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

#### **During your first year of service**

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

Entitlement during your first year of service is calculated monthly at the rate of one-twelfth of the full year's entitlement.

#### **During sick leave**

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

### **5.3 CARRYING FORWARD ANNUAL LEAVE**

We encourage you to take your entire annual holiday entitlement during the holiday year in which it has been accrued. However, at our absolute discretion, we may allow you to carry forward up to a maximum of 5 working days into the following holiday year. This will only be considered if you have taken a minimum of 4 working weeks' annual leave during the current holiday year.

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

### **5.4 PAYMENT IN LIEU**

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

### **5.5 HOLIDAY REQUESTS**

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

Requests will be processed by us in the order in which they have been received. All holiday requests must be made using our holiday request forms and submitted to the Town Clerk.

Holidays may not be booked unless you have received authorisation from the Town Clerk.

Should you book a holiday prior to receiving the necessary authorisation from us, we will not

accept liability for any financial loss resulting from the subsequent cancellation of the holiday.

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

## **5.6 SICKNESS DURING HOLIDAY**

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

- The total period of incapacity must be fully certificated by a qualified medical practitioner (where it exceeds seven days).
- You must contact us by telephone as soon as you know that there will be a period of incapacity during your holiday.
- You must submit a written request no later than 5 days after returning to work setting out how much of the holiday period was affected by sickness and the amount of leave that you wish to take at another time.

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

Your request to take any replacement holiday must be in accordance with our rules on holiday requests above. We may require you to take all or part of your replacement holiday on particular days. We are not required to provide you with any minimum period of notice to do this although we will endeavour to provide reasonable notice.

## **5.7 HOLIDAY PAY**

The normal basis of calculation of your holiday pay is detailed in your Statement of Particulars document.

## **5.8 TERMINATION OF EMPLOYMENT DURING THE HOLIDAY YEAR**

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

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

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

over and above the statutory minimum entitlement.

## **5.9 UNAUTHORISED ANNUAL LEAVE**

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

## **6. SICKNESS ABSENCE**

### **6.1 SHORT-TERM ABSENCES**

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

- notify the Town Clerk if you are ill or unable to attend work for any other reason. Notification should be made no later than 9:00 am. Notification should be made in person (unless there are exceptional circumstances for not doing so) by telephone. Text messaging will not be acceptable. You should explain the reason/s that you are unable to attend work and give an estimate of how long the absence will last.
- notify the Town Clerk, by telephone, no later than midday on the working day before the day on which you intend to return to work. This will allow us to stand down any arrangements we have made to cover your absence. Should you fail to notify us of your intended return to work in the required manner, we may send you home without pay if we have made alternative arrangements for your duties to be covered.
- if you have been suffering from an infectious or contagious illness you should not report for work without obtaining clearance from your doctor to do so. If you are in any doubt about this matter, you should notify us and consult your doctor.
- attend a return to work interview with the Town Clerk on your return to work to discuss your absence. We shall discuss the reasons for your absence including any personal problems which may be having a detrimental effect on your attendance record, failure to follow our notification procedures, fitness to resume your normal duties, general attendance record, and, if appropriate, an agreed timescale during which your general attendance can be assessed.
- complete and submit a self-certification form on return to work for all periods of sickness absence of up to one working week. If you are absent from work for longer than seven days your absence must be covered by a doctor's fit note certificate. Your first certificate should be submitted on the eighth calendar day of your absence and you must submit any further certificates on the day on which your previous certificate expires.
- provide a doctor's certificate or "fit note" for a period of sickness absence of seven days or less if specifically requested to do so by us. In these circumstances, we will reimburse you for the cost of obtaining a private certificate on submission to us of a receipt.
- agree on request to be interviewed and/or examined by an occupational doctor nominated by us and to authorise the release to us of any medical report instructed by us. We will meet all costs associated with any such examination and/or medical report.
- cooperate with regard to the possible implementation of any adjustments to job duties, hours or working conditions, resulting from recommendations made by your doctor. For the avoidance of doubt, the advice on a "fit note" is not binding on us and whilst

we respect such advice and will consider it carefully we reserve the right not to follow it.

## **6.2 LONG TERM SICKNESS ABSENCE**

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

- review your absence record to assess whether or not it justifies dismissal;
- fully consult with you and establish your own views and opinions with regard to your health;
- obtain up-to-date medical advice;
- advise you in writing as soon as it is established that termination of employment has become a possibility;
- meet with you to discuss the options and to consider your views on continuing employment;
- consider whether there are any other jobs that you could do prior to taking any decision on whether or not to dismiss;
- allow a right of appeal against any decision to dismiss you on grounds of long-term ill health; and
- arrange a further meeting with you to determine any appeal.

## **CONTACT DURING ABSENCES**

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

## **6.3 MEDICAL RECORDS AND REPORTS**

As mentioned above, we may consider it necessary to request details regarding your health from a medical practitioner. When this is the case, you will be fully informed of your rights under the Access to Medical Reports Act 1988 and/or General Data Protection Regulations and your consent will be sought for the report to be obtained and/or any referral to be made.

If you have any queries on your rights under the Access to Medical Reports Act 1988 and/or General Data Protection Regulations or the procedure to be followed, you should contact the Town Clerk.

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

We will provide the medical practitioner with:

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

- details of the major features of your job and information on your absence;

We will ask the medical practitioner to identify:

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

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

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

#### **6.4 SICK PAY**

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

In addition to our obligation to make payment of SSP, we operate a contractual sick pay scheme as specified in your individual Statement of Particulars document.

#### **6.5 RECOVERY OF SICK PAY PAYMENTS**

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

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

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

## **7. FAMILY FRIENDLY ENTITLEMENTS**

### **7.1 MATERNITY RIGHTS**

Your maternity rights will be in accordance with the current relevant statutory regulations. Please contact the Town Council for further information regarding the procedures to be followed and your entitlements.

### **7.2 PATERNITY RIGHTS**

Your paternity rights will be in accordance with the current relevant statutory regulations. Please contact the Town Council for further information regarding the procedures to be followed and your entitlements.

### **7.3 ADOPTION RIGHTS**

Your adoption rights will be in accordance with the current relevant statutory regulations. Please contact the Town Council for further information regarding the procedures to be followed and your entitlements.

### **7.4 PARENTAL LEAVE**

Your rights in respect of parental leave will be in accordance with the current relevant statutory regulations. Please contact the Town Council for further information regarding the procedures to be followed and your entitlements.

### **7.5 FLEXIBLE WORKING**

Your right to request flexible working will be in accordance with the current relevant statutory regulations. Please contact the Town Council for further information regarding the procedures to be followed and your entitlements.

### **7.6 SHARED PARENTAL LEAVE**

Your rights to shared parental leave will be in accordance with the current relevant statutory regulations. Please contact the Town Council for further information regarding the procedures to be followed and your entitlements.

## **8. TIME OFF WORK**

### **8.1 DEPENDANT INCIDENT LEAVE**

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

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

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

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

Payment may be made for some or all of this time off but this is purely a discretionary decision to be assessed on a case by case basis. Payment on one occasion does not necessarily mean payment on another occasion.

### **8.2 COMPASSIONATE LEAVE**

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

Requests for compassionate leave will also be considered in the case of serious illness of immediate family. Immediate family is defined as your spouse, civil partner, parent, child or sibling.

### **8.3 RELIGIOUS HOLIDAYS**

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

### **8.4 MEDICAL AND DENTAL APPOINTMENTS**

We recognise that you may need, from time to time, to attend medical, hospital, dental, optometry and other similar appointments. You are required to try to arrange such appointments in your own time.

If this is not possible, you should try to arrange such appointments at the very beginning or very end of the working day in order to minimise the inconvenience of your absence.

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

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

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

## **8.5 JURY SERVICE**

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

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

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

## **8.6 PUBLIC DUTIES**

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

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

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

## **8.7 SEVERE WEATHER/ PUBLIC TRANSPORT DISRUPTIONS**

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

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

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

- be allowed to work from home;
- take the time as annual leave; or
- make up for the time at a later date.

## 9. PERFORMANCE AND TRAINING

### 9.1 PERFORMANCE REVIEW

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

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

### 9.2 PERFORMANCE APPRAISAL

Appraisals will take place on an annual basis.

The objective of your appraisal meeting will be to review the previous year's achievements and difficulties and to discuss any relevant future training, development and career planning.

The outcome of the discussion should be a clear plan for both parties in terms of the action necessary to ensure that you can achieve your full potential in the work that you carry out for us.

If you feel that your appraisal was unsatisfactory or unfair, you may request that it is reviewed by the Town Clerk.

### 9.3 INTERNAL AND EXTERNAL TRAINING

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

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

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

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

- **Equal Opportunities Training** - We may, from time to time, provide training in equal opportunities to the Town Clerk and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

We may also choose to provide you, new employees and others engaged to work within our organisation with training and awareness in helping them understand their rights and responsibilities under the Dignity at Work Policy and what they can do to help create a working environment free of bullying and harassment.

We may also provide additional training to managers to enable them to deal more effectively with complaints of bullying and harassment.

#### **9.4 EVALUATION OF TRAINING**

On your completion of any internal or external course, you will be required to complete a course evaluation form and return this to the Town Clerk. We shall examine all evaluation forms gathered and use the information obtained as part of our overall evaluation of the training and development which we offer.

#### **9.5 TRAINING COSTS**

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

## **10. CONFIDENTIALITY AND SECURITY**

### **10.1 CONFIDENTIALITY**

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

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

- our organisation plans, organisation strategy and marketing plans;
- financial information relating to us, our financial results and financial forecasts;
- details regarding our employees and officers including the remuneration and other benefits paid to them;
- incidents and investigations relating to our operations or organisation;
- information relating to any pitches and tenders contemplated, offered or undertaken by us or on our behalf;
- confidential reports or research commissioned by or provided to us;
- any of our trade secrets including know-how and confidential transactions;
- details of any project on software development or any information relating to any type of replicated digital data medium including magnetic media tape, CD ROM or data designed to be circulated on the internet or any information relating to the methods, tools and techniques used by us in the course of our organisation;

- information relating to research activities, undertaken by us or on our behalf;
- details of any transaction, contract or dealings with any person or body in respect of which we owe an obligation of confidence to a third party;
- any information which you have been told is confidential and any information which has been given to you in confidence by clients, suppliers or other persons.

This list is not exhaustive.

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

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

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

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

## **10.2 DATA PROTECTION**

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

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

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

## **10.3 MEDIA STATEMENTS**

Only the Mayor, Town Clerk or nominated Officer is authorised to make statements to the media concerning any matters relating to our organisation.

## **10.4 RANDOM AND SPECIFIC CHECKS**

We may require you to submit to a personal search and/or a search of all your baggage, personal items, lockers, car, etc. We may do so at any time while you are on our premises or engaged on our organisation.

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

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

A request to carry out a search does not indicate any suspicion of wrongdoing; searches will normally be carried out at random. However, we also reserve the right to stop and search you when we reasonably suspect that you may have committed an illegal act.

### **10.5 RIGHT TO MONITOR**

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

## **11. TERMINATION OF EMPLOYMENT**

### **11.1 RESIGNATION**

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

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

### **11.2 NOTICE OF TERMINATION**

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

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

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

### **11.3 PAYMENT IN LIEU OF NOTICE**

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

For the avoidance of doubt, the Payment in Lieu shall not include any element in relation to:

- a) any bonus or commission payments that might otherwise have been due during the period for which the Payment in Lieu is made;
- b) any payment in respect of benefits which you would have been entitled to receive

- during the period for which the Payment in Lieu is made; and
- c) any payment in respect of any holiday entitlement that would have accrued during the period for which the Payment in Lieu is made.

#### **11.4 GARDEN LEAVE**

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

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

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

#### **11.5 LOSS OF DRIVING LICENCE**

Certain jobs within our organisation require the job-holder to be able to drive our vehicles. If it has been indicated to you that your job falls into this category, it is a condition of your employment that you hold, and continue to hold, a current driving licence.

In the event that you lose your driving licence for any reason whatsoever, we reserve the right to terminate your employment.

#### **11.6 RETURN OF OUR PROPERTY**

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

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

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

# **PROCEDURES**

## Section Two

- 1. DISCIPLINARY AND DISMISSAL PROCEDURE**
- 2. GRIEVANCE PROCEDURE**
- 3. PERFORMANCE MANAGEMENT (CAPABILITY) POLICY**
- 4. EQUAL OPPORTUNITIES**
- 5. DIGNITY AT WORK**
- 6. CONFIDENTIAL REPORTING POLICY**
- 7. VEHICLE POLICY**
- 8. INFORMATION TECHNOLOGY POLICY**

# **1. DISCIPLINARY AND DISMISSAL PROCEDURE**

## **1.1 INTRODUCTION**

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

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

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

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

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

## **1.2 RELATIONSHIP WITH GRIEVANCE AND PERFORMANCE MANAGEMENT (CAPABILITY) PROCEDURE**

If at any stage in this procedure it becomes apparent that the matter is actually one of capability rather than discipline, it is appropriate to switch to the application of the Performance Management (Capability) Procedure.

If you raise a grievance not related to the disciplinary case, consideration will be given to suspending the disciplinary procedure for a short period whilst the grievance is dealt with. Please see the Grievance Procedure for further information.

It will normally be appropriate to deal with a grievance related to the case at the disciplinary hearing or as part of the appeal. However, if your grievance is that the action taken or contemplated is or would be unlawfully discriminatory, or that it is being taken for other reasons than that which has been asserted, the grievance procedure should apply.

## **1.3 OFFENCES**

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

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

## 1.4 GROSS MISCONDUCT

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

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

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

- stealing from us, members of our staff or the public;
- other offences of dishonesty;
- unauthorised absence;
- falsification of a qualification that is a stated requirement of your employment or results in financial gain to you;
- falsification of records, reports, accounts, expense claims or self-certification forms, whether or not for personal gain;
- sexual misconduct at work;
- fighting with or physical assault on members of staff or the public;
- deliberate damage to or misuse of our property;
- deliberate damage to or misuse of third-party property during the course of your employment;
- negligently or wilfully causing serious damage to our property;
- negligently or wilfully causing serious damage to third-party property during the course of your employment;
- drunkenness or being under the influence of illegal drugs while at work;
- possession, custody or control of illegal drugs while at work;
- wilful failure to follow a legitimate management instruction;
- serious breaches of our rules, policies and procedures;
- working in competition with us;
- using our premises and/or our equipment for private work without our authorisation;
- approaching customers/potential customers of the business with a view to securing private work without our express permission;
- carrying out private work for customers/potential customers of the business without express permission;
- serious breach/es of confidentiality or a misuse of confidential information;
- bribery or corruption;
- gross negligence;
- the misuse or nonadherence to any policy relating to another individual's personal data or confidential information whether that be our customers, colleagues, suppliers or any other third party individual;
- conviction of a criminal offence that is relevant to your employment;
- conduct that brings our name into disrepute; and
- discrimination or harassment of any individual on the grounds of a relevant protected

characteristic during the course of your employment.

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

## **1.5 Suspension**

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

Suspension will be immediate in instances which, if substantiated may constitute gross misconduct. In very exceptional circumstances you may be allowed to continue at work or temporarily redeployed to another job.

We reserve the right to suspend you from duty with pay where there are reasonable grounds for concern that evidence may be tampered with or destroyed, or witnesses coerced before the disciplinary hearing, or if we believe there is a potential risk to the organisation, other employees or third parties in allowing you to remain at work. In these circumstances, suspension should only apply where temporary redeployment or relocation is either not possible or appropriate and should be lifted as soon as all the relevant stages of the investigation have been completed.

During any period of suspension, you will continue to receive your normal wage/salary – this may be sick pay if you are off sick.

If you are an accredited official of a recognised trade union and the decision is made to suspend, the case will be discussed, after obtaining your permission, with a senior trade union representative or permanent union official.

We will endeavour to confirm any suspension in writing and review the situation on a regular basis. Suspension will not be excessively long and should not exceed 3 months.

During the period of suspension the employee must adhere to the following:

- You must be contactable by management
- You must not attend your workplace, contact or discuss the allegations with any other employee without permission of the Town Clerk. We will make any necessary arrangements with witnesses you wish to call and your trade union representative or work colleague
- If appropriate you may be asked to return your keys and/or ask to collect any personal belongings, under supervision.

Any breach of the above may result in pay being stopped immediately, and may in itself be grounds for disciplinary action.

## **1.6 Investigation**

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

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

There is no legal right for you to be accompanied at a formal investigatory interview. However, we will allow you to be accompanied by a trade union representative or work colleague if you so wish.

We reserve the right to dispense with an investigatory interview and to proceed directly to a formal disciplinary hearing.

## **1.7 PROCEDURE**

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

In the event of your poor performance, disciplinary hearings will usually be undertaken only where counselling, further training (if appropriate) and informal oral warnings have failed to produce a satisfactory improvement in your performance.

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

- give you a minimum of 5 working days' advance notice of the hearing unless otherwise agreed or there are extenuating circumstances for not doing so;
- give you a minimum of 15 working days in more serious and complex cases (unless otherwise agreed or there are extenuating circumstances);
- tell you in writing the purpose of the hearing and that it will be held under our disciplinary and dismissal procedure;
- explain your right to be accompanied at the hearing by a fellow worker or trade union official;
- give you written details of the nature of your alleged misconduct;
- provide you with all relevant information and evidence (including statements taken from any fellow employees or other persons that we intend to rely upon);
- allow you the right to call your own witnesses.

Where you are unable to attend a disciplinary hearing and you provide a good reason for failing to attend, the hearing will be adjourned to another day. We will give you notice of the rearranged hearing.

Unless there are special circumstances, if you are unable to attend the rearranged hearing it will take place in your absence.

If you are unable to attend both dates due to continued illness, the Occupational Health Unit will be asked for advice on whether or not you are fit to attend a hearing.

Your fellow worker or trade union official may attend in such circumstances and be allowed the opportunity to present your case.

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

## **1.8 ROLE OF COMPANION**

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

certified by the trade union as being experienced or trained in accompanying employees to disciplinary hearings.

Where possible, your trade union representative or work colleague will be consulted about the date and time of the hearing to ensure that this is convenient for them. If either cannot attend on the proposed date, the employee can suggest an alternative time and date so long as reasonable and no more than 5 days later than the original date. Both sides may agree an alternative date beyond this period.

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

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

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

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

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

## **1.9 MINUTES AND RECORDS**

You will be given copies of meeting records, including copies of any formal minutes that may have been taken. In certain circumstances (e.g. to protect a witness) we reserve the right to withhold some information).

The following written records will be kept on your personal file:

- any complaint made against you
- your defence
- findings made and actions taken
- the reason for the actions taken
- whether an appeal was lodged
- the outcome of the appeal
- any grievances raised during the disciplinary procedure; and
- subsequent developments.

## **1.10 THE DISCIPLINARY HEARING**

Due to our restricted management structure, the investigatory officer and the chair of the disciplinary hearing may require to be the same person.

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

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

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

You will be informed of the duration of any period of adjournment. If further information is gathered, you will be allowed a reasonable period of time, together with your fellow worker or

trade union official, to consider the new information prior to the reconvening of the disciplinary hearing

After the conclusion of the disciplinary hearing, we will communicate the decision to you and what disciplinary action, if any, is to be taken against you. The decision will be confirmed in writing within 5 days of the hearing. You will be notified of your right of appeal under this procedure.

### **1.11 DISCIPLINARY ACTION**

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

- a) Where it is proven that you have committed a minor offence or offences, a first stage written warning may be given. We will rely on such a warning in the event of you committing further misconduct. The warning will:
  - set out the nature of the offence committed;
  - inform you that further misconduct is liable to result in further disciplinary action under this procedure;
  - specify the period for which the warning will remain “active” on your personnel record. After such a period the warning will automatically lapse;
  - state that you may appeal against the warning.
  
- b) Where you commit either a more serious disciplinary offence, or, further minor offences have been committed by you after a first stage written warning has been issued to you and remains active, you will normally receive a final written warning. This may also be given in the alternative to a gross misconduct dismissal taking into account any mitigation you present. The warning will:
  - set out the nature of the offence committed;
  - inform you that further misconduct is liable to result in further disciplinary action under this procedure;
  - specify the period for which the warning will remain “active” on your personnel record. After such a period the warning will automatically lapse;
  - state that you may appeal against the warning.
  
- c) Where you commit further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given under c. above, you may be dismissed with notice or payment in lieu of notice.
- d) Where we establish that you have committed an act of gross misconduct, you will be summarily dismissed.
- e) Where we are entitled to dismiss you but due to mitigating circumstances, have chosen to issue you with a final written warning we may impose a demotion – for the avoidance of doubt which may involve transfer to another position of lower status, pay and seniority.

In the case of warnings, written confirmation will set out the ways in which your work or conduct most improve, detailing any assistance to be given and/or timescales in which the

improvement is to be achieved. It will also state the period during which the warning is effective.

The normal duration of warnings is as follows:

- 12 months from the date of the disciplinary hearing for a warning
- 24 months for a final warning

## **1.12 APPEAL**

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

Due to our limited management structure, it may not be possible for the appeal to be conducted by a person previously uninvolved in the disciplinary process. In such circumstances, the appeal will be a complete review and re-appraisal of the decision and the penalty imposed taking into account the grounds of appeal.

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

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

You are required to provide your written notice of appeal within 10 working days of being informed of the disciplinary sanction being registered against you.

Appeal hearings will normally take place within 28 days of receipt of your written notice of appeal unless there are extenuating circumstances.

You will normally be given a minimum of 7 days' notice of the time and place of the appeal hearing and will be allowed representation; a trade union representative or work colleague.

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

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

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

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

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

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

Any decision taken to dismiss you will have had immediate effect. Accordingly, if your dismissal is with notice, the period of notice will already have commenced on the date on which you

were notified of our decision. If your dismissal was a summary dismissal without notice, we will be under no obligation to reinstate or pay you for any period between the date of the original dismissal and any appeal decision.

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

### **1.13 REVIEW AND AMENDMENT**

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

## **2. GRIEVANCE PROCEDURE**

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

If you feel unable to approach the Town Clerk you should approach another senior member of our management who will discuss ways of dealing or resolving the matter with you.

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

A formal grievance should be referred to the Town Clerk explaining the nature and concerns of your complaint in respect to the way in which you have been treated by us or anybody acting on our behalf. If your complaint relates to bullying or harassment, the matter should be dealt with under the Dignity at Work Policy.

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

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

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

Time limits are specified at each stage of the procedure. If the grievance is not dealt with within a specified period, (subject to any agreement) you will have the right to proceed to the next

stage of the procedure.

Where you or your chosen representative fail to comply with a time limit the application of the procedure will cease and the grievance will be considered settled or withdrawn, unless a variation to the procedure is agreed by all parties.

### **1.15 THE RIGHT TO BE ACCOMPANIED**

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

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

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

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

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

### **1.16 ACCESSIBILITY**

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

### **1.17 CONDUCTING THE GRIEVANCE PROCEDURE**

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

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

### **1.18 INFORMAL STAGE**

If appropriate, you should raise your grievance with the Town Clerk who will be expected, where reasonable and practicable, to provide a response to the grievance either orally or in writing if you request it, within 5 working days of you raising the issue.

If this is not appropriate, you should refer your grievance to the Town Clerk.

Where a grievance cannot be resolved informally it will usually be referred for mediation, where appropriate, within 5 working days and before being dealt with under the formal procedure.

## **1.19 MEDIATION**

It may be appropriate for the matter to be referred for mediation, depending on the nature of the grievance. This will involve a 3<sup>rd</sup> party mediator who will discuss the issues raised with all those involved and seek to facilitate a resolution. Mediation will only be used where appropriate and where all parties involved in the grievance agree to take part.

If this is used, it is expected that the process will be completed within 20 working days.

## **1.20 GROUP GRIEVANCES**

Where a group (2 or more) of employees have identical grievances and you wish them to be addressed collectively, the group will be entitled to one hearing and one appeal hearing but will be notified individually of the outcome of each stage of the process.

If all members of the group are of the same trade union, a trade union representative can raise the grievance on behalf of the group if all members agree to this.

Alternatively the group can nominate a representative from within the group.

## **FORMAL GRIEVANCE PROCEDURE**

### **1.21 MAKING THE COMPLAINT**

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

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

Your complaint should be headed "Formal Grievance" and sent to the Town Clerk.

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

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

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

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

Grievances should be raised within 3 months of the event in question occurring unless there is exceptional mitigating circumstances. Grievances raised outside this time frame will not be considered.

## **1.22 THE GRIEVANCE HEARING**

The hearing will be held as soon as is reasonably practicable and, subject to any need to carry out preliminary investigations, within 10 working days on receipt of your written complaint.

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

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

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

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

the effective handling of your complaint.

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

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

A written response to the grievance will be provided within a timescale of up to 20 working days after receipt of the grievance. Any extension to this timescale must be mutually agreed.

## **1.23 APPEAL**

Your appeal should be made in writing to the Chair of the Appeal Panel set up by the Council. You should clearly state the grounds of your appeal, i.e. the basis on why you believe the outcome of the grievance hearing was wrong or inappropriate.

Your appeal should be submitted within 10 working days of your receipt of our written grievance decision. An appeal meeting will then be arranged for you within 20 working days of the submission of your formal appeal.

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

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

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

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

Following the appeal meeting, you will be informed of the outcome within 5 working days. The outcome of this meeting will be final.

#### **1.24 EXCLUSIONS FROM GRIEVANCE PROCEDURE**

There are instances where the application of the Grievance Procedure is not appropriate. These are set out below:

- Where the complaint relates to a pension, national insurance or income tax matter;
- Where you fail to comply with the relevant time limits within the procedure, unless management agrees in advance to a particular time limit being extended;
- Where you attempt to restart the procedure in respect of a grievance which has been heard under the procedure within the previous 6 month period;
- Where you have been notified of a date in relation to a disciplinary matter and the grievance related to this matter;
- Where you have been notified of a date in relation to a matter of poor performance and the grievance is connected with; or
- Where you seek to express grievances in relation to matters over which Macclesfield Town Council have no control.

#### **1.25 POST-TERMINATION GRIEVANCES**

Should you wish to raise a grievance after your employment has ended, you should submit your grievance in writing to the Town Clerk.

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

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

#### **1.26 REVIEW AND AMENDMENT**

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

## **PERFORMANCE MANAGEMENT (CAPABILITY) POLICY**

### **POLICY STATEMENT AND GENERAL PRINCIPLES**

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

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

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

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

This procedure does not form part of any employee's contract of employment and it may be amended at any time. The Council reserves the right to also vary any parts of this procedure, including any time limits, as appropriate in any case.

### **What is covered by the policy?**

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

### **Identifying performance issues**

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

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

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

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

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

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

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

### **Disabilities**

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

### **Notification of a capability hearing**

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

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

A copy of any relevant documents, including witness statements which will be used at the capability hearing. In exceptional circumstances, the evidence given by individuals may have to remain confidential. Where confidentiality is necessary an appropriate summary of the evidence gathered will be given to the employee.

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

### **Right to be accompanied at hearings**

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

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

The choice of companion is a matter for the employee, but the Council reserves the right to refuse to accept a companion whose presence would undermine the process.

### **Procedure at capability hearings**

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

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

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

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

### **Stage 1 hearing:**

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

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

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

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

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

### **Stage 2 hearing: final written warning**

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

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

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

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

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

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

### **Stage 3 hearing: dismissal or redeployment**

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

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

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

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

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

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

### **Appeals against action for poor performance**

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

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

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

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

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

## EQUAL OPPORTUNITIES

### Our Commitment and Aims

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

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

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

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

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

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

### Types of Unlawful Discrimination

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

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

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

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

### Third-party harassment

Third-party harassment occurs where an employee is harassed by third parties such as clients or customers and the harassment is related to a protected characteristic.

### Associative discrimination

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

### **Perceptive discrimination**

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

### **Failure to make reasonable adjustments**

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

### **Victimisation**

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

### **Dignity at Work**

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

### **Training**

We will provide training in equal opportunities to managers and others likely to be involved in recruitment or other decision making where equal opportunities issues are likely to arise.

### **Responsibilities**

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

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

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

### **Redress**

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

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

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

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

### **Monitoring and Review**

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

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

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

## DIGNITY AT WORK POLICY

### Introduction

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

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

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

### Bullying and Harassment

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

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

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

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

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

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

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

Harassment may also occur where an individual is subjected to unwanted conduct due to

his/her association with another individual who has a protected characteristic.

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

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

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

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

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

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

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

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

### **Raising a Complaint**

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

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

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

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

## **Reporting a Complaint**

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

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

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

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

Formal complaints may be raised, in writing, with the Town Clerk.

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

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

## **Management Responsibility**

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

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

The Town Clerk will assist in dealing with complaints of harassment or bullying.

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

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

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

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

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

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

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

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

Following the appeal meeting, you will be informed of the outcome in writing.

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

## CONFIDENTIAL REPORTING POLICY

### Introduction

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

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

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

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

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

### Qualifying Disclosures

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

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

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

### Procedure

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

The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally. However, it is recognised that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external.

### General Notes

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

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

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

## VEHICLE POLICY

### Allocation of Vehicle

You will have been notified by us as to whether you are required to use one of our vehicles in the proper performance of your duties and whether you may use any vehicle allocated to you for personal use.

Before you can drive one of our vehicles you must receive authorisation from the Town Clerk. To receive authorisation you must hold a full U.K. driving licence, or international equivalent. All original documents must be provided to the Town Clerk for inspection and approval. A photo-copy of your licence will be taken and held on file.

The allocation of one of our vehicles imposes certain obligations on you in order to safeguard the vehicle and ensure it is used correctly

### Use of a Business Vehicle

Our vehicle may only be used by you in connection with our business and to travel to and from your place of work. No private use is permitted.

Should you wish to use your company vehicle for significant private use, it is **your** responsibility to inform the Inland Revenue of this to ensure that you are paying the required tax for the beneficial use of a company vehicle. You must also obtain the written authorisation of the Town Clerk before using a company vehicle for private use

If you use the company vehicle for private use and you do not inform the Inland Revenue of this, you will be liable to pay for any outstanding monies incurred by the Inland Revenue as a result. This includes all charges, penalties and NI contributions imposed on us. We may make deduction/deductions in respect of any tax payable, including Employer NI Contributions, resulting from your private use of a company van

### Use of private vehicle on our business

If you use your own car on our business, it is your responsibility to ensure that your vehicle is covered by fully comprehensive car insurance for business use, and that you hold a current MOT certificate if the vehicle is over 3 years old.

### Permitted Drivers

Our vehicles may normally only be driven by an authorised employee. Accordingly, your spouse/partner or other family member may only use one of our vehicles if he/she has received our written authorisation.

If such written authorisation is given, the driving licence of your spouse/partner or other family member will be checked as above.

If you are involved in an accident which is directly attributable to your personal carelessness, recklessness or negligence you will be liable for reimbursement of this cost to the Council. We reserve the right to deduct this cost from your salary/wage.

An accident record is maintained relating to use of our vehicle(s). Excessive claims may result

in us being unable to secure insurance for you to use and drive a business vehicle. If we are unable to secure insurance for you to drive one of our vehicles and there are no other alternative arrangements or positions available in our organisation at the time, we may require to terminate your employment.

### **Mobile Phones**

Drivers should concentrate on driving and avoid distractions. Answering and sending telephone calls, sending text messages or faxes, accessing the internet, etc. are all distractions and in certain circumstances could amount to an offence of driving without care and attention or even dangerous driving.

It is a criminal offence to use a hand-held mobile telephone or similar device while driving. The relevant regulations permit use of hand-held mobile telephones while driving only in an emergency.

Any mobile telephone that is or must be held at any time while in use is a hand-held telephone. The use of an ear piece does not make a telephone hands free. To be hands free the telephone must be fixed or in a cradle. (Two-way radios are not hand-held instruments and are exempt from the Regulations.)

All hand-held mobile telephones should be switched off until you reach your destination or have stopped in a safe place.

If the telephone or equipment is hands free you may press buttons to send and receive messages. However, even the use of hands-free telephones can be dangerous. Whenever possible you should wait until the vehicle is stationary and in a safe place before using a hands-free telephone.

### **Global Positioning Satellite Tracking System**

All our vehicles are fitted with a Global Positioning Satellite Tracking System. This enhances the security of our vehicles and enables us to monitor the use and location of the vehicle.

Any attempt to disable, or interfere with the proper operation of the system, will result in disciplinary action being taken against you and may result in your summary dismissal.

### **Driving Licence**

You are required to notify us of any likely or pending prosecution or conviction due to any alleged contravention of the Road Traffic Acts.

Your licence shall be inspected by us every six months/on an annual basis. We reserve the right to inspect your licence at other random intervals throughout your employment.

You must notify us of any changes in health which may affect your driving capability

Failure to provide your licence, your disqualification from driving for a period of time or the loss of your licence for any other reason will result in the withdrawal of the vehicle, and may lead to serious disciplinary action up to and including your dismissal.

### **Insurance Policy Excess**

Accidents - Our motor vehicle policy is subject to an excess, details of which will be notified to you separately. In the event that you are responsible for an accident while driving one of our

vehicles, you will be liable for any excess on the relevant motor vehicle policy.

If at any time, you have a claims history which requires our insurers to impose an increased excess, then you will have to meet the amount of this excess in addition to the standard policy excess.

The amount of the excess on the policy may vary from time to time and you will be informed of such alterations in writing.

Personal Contents - Personal property is not covered by our vehicle insurance policy and therefore we do not accept liability for loss and damage to your personal belongings. If you wish to safeguard your own personal property you should take out your own insurance cover.

### **Accidental damage**

Should you be responsible for any unnecessary damage to the vehicle (other than normal wear and tear) whether to the outside or to the inside of the vehicle or to the fabric or additional extras fitted to the vehicle or in respect of any damage caused by any criminal or negligent act of yours, you will be required to repay to us any or all expenses required to repair the damage or loss.

This may be by deduction from your salary, expenses or allowances due to you or other method deemed acceptable to us. In this respect payment of any final salary, allowances or expenses may be delayed until after you return the vehicle so that an appropriate adjustment may be made.

### **Accidents**

In the event of an accident involving one of our vehicles you are required to notify the Town Clerk as soon as possible after the accident.

You are responsible for obtaining particulars of any persons involved in the accident as well as the names and addresses of witnesses. An accident report form must be completed within 48 hours of the accident occurring and sent to the Town Clerk. You must not offer any opinion regarding responsibility for the accident.

You must not enter into any correspondence in relation to the accident. Any information received should be forwarded onto the Town Clerk.

It is a legal requirement that you report an accident to a police officer or by personal appearance at a police station as soon as is reasonably practicable and in any case within 24 hours in the following circumstances:-

- a) If the accident involves personal injury to another person and you did not at the time of the accident give your name and address or produce your certificate of insurance to either a police officer or to another person having reasonable grounds for requiring these particulars to be given.
- b) In cases of accidents not involving injury to another person but involving damage to another person's property or vehicle, and you did not give your name and address at the time of the accident to a police officer or to another person having reasonable grounds for requiring this information.

You are by law required to report to the police if you hit obstacles such as road signs, trees, lamp standards, walls, buildings and other structures. Failure to comply with this legislation may result in a fine or period of imprisonment. In addition you will also face disciplinary action.

## **Prosecution**

Where you receive a writ, summons or criminal complaint in connection with an accident or contravention of the Road Traffic Act, a copy must be forwarded onto the Town Clerk immediately.

If you incur any fines for parking or other motoring offences, while driving one of our vehicles, you will be personally accountable for the payment of such fines. Fixed penalty notices are normally reported directly to us by the authorities.

Any fines for parking paid by us on your behalf will be recovered by way of a deduction from your salary/wage. In addition, we reserve the right to charge you an administration fee.

## **Servicing, Maintenance, Repairs, Petrol and Oil**

It is your responsibility to keep the vehicle in good repair and maintain it in a roadworthy condition complying with existing legal requirements. It is your responsibility to ensure that maintenance is carried out according to manufacturer's recommendations.

We will meet the cost of repairs, tax and insurance of your vehicle.

The cost of all fuel used by you travelling on our business will be reimbursed by us at the mileage rate in force at the time.

We will not pay for fuel or oil used for private use. This includes journeys from your home to your place of work unless otherwise stated.

Servicing must be carried out at a nominated garage previously agreed with your Line Manager and should be arranged to fit in conveniently with your work schedules.

Careful attention must be given to the condition of your tyres and you should check them at least once a week or sooner in accordance with the manufacturers handbook. It is your responsibility to ensure that the tyres of the vehicle do not fall below the legal limit for full tread.

Your vehicle must be cleaned internally and externally once a week and more frequently if conditions dictate.

## **Inland Revenue requirements**

We are bound to make known to the Inland Revenue the names of those individuals to whom our cars or vehicles are allocated. Whilst every endeavour will be made to obtain relief on a corporate basis, the liability for any tax payments arising from the beneficial use of the motor vehicle for private purposes where applicable is your responsibility

Details of your private/company mileage will be required for tax purposes and it is your responsibility to provide the organisation with details of your mileage when requested.

## **Conditions**

We reserve the right at any time to require you to return our vehicle, to vary the conditions set out in this policy, or to withdraw or change the type of vehicle allocated to you. Such variation of conditions will on every occasion be notified to you in writing.

If you contravene any of these rules specified in this policy, without a reasonable explanation

being established, your vehicle may be withdrawn and you may also be liable to serious disciplinary action up to and including your dismissal.

If you fail to comply with the above terms and conditions, without a satisfactory reason, then you may be liable to disciplinary action and in addition, the withdrawal of our vehicle.

## **INFORMATION TECHNOLOGY AND COMMUNICATIONS POLICY**

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

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

### **General Rules**

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

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

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

### **Security**

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

To support the council's operation and business continuity, staff may need to access other officers' email during annual leave or other absences e.g. sickness. The Clerk will authorise access as and when required.

Computer and email passwords are stored in a lockable cupboard (the key kept in a combination safe).

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

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

### **Use of E-mail**

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

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

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

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

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

## **Contents**

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

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

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

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

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

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

## **Palmtop/Hand-held Computers**

Palmtop/hand-held computers e.g. Blackberries issued to you remain our property at all times and may be withdrawn if there is any evidence that they have been misused.

### **Appropriate use**

Where appropriate to your role we may provide you with a palmtop/hand-held computer for work-related purposes, i.e. to enable you to communicate effectively on matters relating to our organisation. They should not be used for personal purposes.

You may not at any time use the palmtop/hand-held computers issued to:

- communicate information that is confidential to the organisation, unless authorised to do so;

- send or forward any message (inside or outside the organisation) that could constitute bullying or harassment or be interpreted as offensive; or
- send personal messages, jokes, cartoons or chain letters to any person inside or outside of the organisation.

Although you are expected to use your palmtop/hand-held computers for the purpose of performing your role efficiently, this does not mean that you are expected to be "on-call" at all times. You have the right to maintain a reasonable work-life balance.

### **Etiquette**

Although it is recognised that a palmtop/hand-held computers issued to you is, like a mobile phone, an indispensable tool, you should endeavour not to overuse it or to use it inappropriately.

When attending a business meeting or training course, you should ensure your palmtop/hand-held computers is switched off.

The style and content of messages created using your palmtop/hand-held computer should be in line with our policy covering e-mail messages. You should prepare your communications with care and they should be professional in their tone.

### **Safety/security**

If you are issued with a palmtop/hand-held computer you must take proper care of it and ensure its security at all times. For example, palmtop/hand-held computers should not be left unattended in parked cars.

If, as a result of your carelessness or negligence, your palmtop/hand held computer is lost or damaged, we reserve the right to take appropriate disciplinary action against you and deduct the cost of replacement or repair from your salary or wage.

### **Mobile telephones**

Our mobile telephones are provided at our absolute discretion on the basis of business need.

Our mobile telephones may not be used for private calls except in the case of an emergency.

We monitor the use of our mobile telephones.

It is your responsibility to safeguard any mobile telephone provided to you. Please do not leave a mobile phone in a visible place such as in an unattended car. The use of a personal identification number (PIN) is recommended for added security. Loss of one of our mobile telephones should be reported to the Town Clerk.

### **Etiquette**

You should always display due consideration for others in the use of your mobile telephone;

this entails turning it off or putting it on silent when your use of it could be distracting, for example during meetings and training sessions.

You should also observe any restrictions imposed by other organisations on the use of mobile telephones while you are on their premises or on premises under their control.

## **SOCIAL NETWORKING**

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

### **Personal conduct**

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

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

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

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

### **Security and identity theft**

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

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

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

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

### **Websites/weblog**

You are free to set up personal weblogs or "blogs" on the internet, provided that they do not breach the law or disclose confidential information, breach copyright, defame us or our suppliers, clients, customers or employees, or disclose personal data or information about any

individual that could breach the General Data Protection Regulations.

We do not encourage you to write about your work in any way and would prefer you not to do so. If you choose to do so then you should not disclose the name of our organisation on it or allow us to be identified by any details at all.

### **Breach of this policy**

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

### **Queries**

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