



Sandbach Town Council

EMPLOYEE HANDBOOK

January 2022

Adopted by Council 9th February 2022.

Latest Review Date: June 2024

Document Title: Employee Handbook

Version No.	Date Change Made	New Version No.	Changes Made By (initial)	Comment
1	Feb 21	1.1	EW	Full review. Tracked changes
2	January 22	2.1	PCC	Full Review, WN consulted

CONTENTS

Section

1. INTRODUCTION	3
2. JOINING THE ORGANISATION	5
3. OUR RULES AND STANDARDS OF CONDUCT	8
4. PAY AND EXPENSES	18
5. ANNUAL LEAVE	21
6. SICKNESS ABSENCE	24
7. FAMILY FRIENDLY ENTITLEMENTS	28
8. TIME OFF WORK	29
9. PERFORMANCE AND TRAINING	33
10. CONFIDENTIALITY AND SECURITY	35
11. TERMINATION OF EMPLOYMENT	38

PROCEDURES

1.	Disciplinary and Dismissal Procedure (including Grievance Procedure)	40
2.	Maternity, Pay and Leave Procedure	53
3.	Paternity, Pay and Leave Procedure	61
4.	Adoption, Pay and Leave Procedure	64
5.	Capability Procedure	70
6.	Redundancy/Redeployment Procedure	75
7.	Making a Protected Disclosure (Whistle-blowing) Procedure	78

I. INTRODUCTION

Welcome to Sandbach 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.

This document supersedes all previous versions and is written to inform employees of their rights and conditions of employment but does not generally form part of your contract. However the contents of this handbook, where suitable for incorporation as contractual terms, form part of your contract of employment. In the event of any conflict between the terms of this handbook and your Statement of Particulars of Employment, the terms of the latter document will prevail.

The document sets out the Council's approved Personnel Policies and Rules of Employment and complements the Council's Personnel Operating Procedures which are written from a management perspective.

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 significant alterations will only be implemented following full consultation with the relevant employees.

Sandbach Town Council has adopted the collective agreement known as the "Green Book" issued by the NJC for Local Government Services (comprising representatives of employers & employees). The Green book contains four parts. Part 1 is Principles and Part 4 joint advice. It divides terms and conditions into key national conditions (Part 2) and national provisions which may be modified locally (Part 3). A copy of this is located in the Town Clerk's Office and can be viewed by appointment.

This Handbook and your Statement of Particulars of Employment build on the policies set out in the Greenbook. Even where policies are not contractual, they are important documents and you are required to be aware of their contents. Failure to observe the terms of our policies may result in disciplinary action being taken against you. Our policies will be reviewed and updated from time to time.

The Council sets out to reward the commitment of its staff, consistent with its financial resources and to provide a satisfying and flexible working environment in which staff are given the opportunity to develop.

People are our most important asset and the quality and attitude of individuals is therefore the key to our continued success. Because of this, we will always treat each employee as an individual, and respect their rights and sensitivities.

Please take time to read the Council's Equality Policy. We work hard to apply equality as an employer, service provider and community leader. Our aim is to ensure that all employees and

service users are not subject to any form of discrimination, harassment and/or victimisation at any time and that all aspects of your employment are grounded in fairness.

NB. References to notifications to be made to the Town Clerk should be read as Chairman of Personnel Committee when the employee concerned is the Town Clerk.

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.

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. Your request must be submitted in writing (e-mail is acceptable)

Full details of how we process your personal data are contained in the Privacy notice, a copy of which is given to you.

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 service, we comply fully with the requirements of the vetting and barring scheme. Accordingly, if you have been recruited or transferred to work in a 'regulated' activity in terms of the relevant legislation, we require you to undertake an enhanced criminal record check.

Unsatisfactory checks may require us to terminate your employment.

In terms of the vetting and barring scheme, we 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 disclosures and registering with the DBS 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.

You may request to see a copy of a reference from a previous employer, but the Council may refuse to let the employee see the reference if, in doing so, it would disclose information about another individual who can be identified from the information or can be identified as a source of the information. It will be acceptable to let the employee see the reference if the third party has consented to the disclosure or it is otherwise reasonable in the circumstances to disclose the information.

When you leave the Council or apply for another job, your manager will normally give you a reference on behalf of the Council. This will be accurate and truthful as required by law. You will not be given an "open" reference, it will always be addressed to a particular person. References that are given by an employer, are exempt from the subject access provisions of the Data Protection legislation and therefore it is at the manager's discretion whether or not you are shown a copy of the reference.

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 PERSON SPECIFICATION

A person specification has been prepared for each post, to set out the personal characteristics and experience likely to be required for a person to undertake the role. A copy will have been issued at the time you applied and may help focus your future development.

2.7 PROBATIONARY PERIOD

Your first 26 weeks of employment with us is a probationary period (unless you join us directly from another local authority) 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.

2.8 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 or Line Manager.

2.9 QUALITY POLICY

The Council has a commitment to quality services and has adopted a Quality Policy. It may adopt an integrated quality management system as an aid to encourage and assist continuous improvement within the Council. It is intended to help develop a quality culture within the Organisation, and to equip it to move in to the future with confidence.

Any operating procedures should be adhered to by staff at all times. If you believe they can be improved, do not ignore them, talk to your manager about changing them. Remember- quality can only be improved with your help.

The Council have also determined to gain and maintain accreditation under the Local Council Award Scheme.

2.10 PERFORMANCE MANAGEMENT

The Town Council have adopted a Performance Management Policy with targets set for the Organisation as a whole or teams in the Delivery Plan. Regular performance monitoring will be undertaken.

See also 9.2 Employee Development Appraisals

2.11 EMPLOYERS LIABILITY/PROFESSIONAL INDEMNITY

Under the Employers' Liability (Compulsory Insurance) Act 1969, the Council is insured against liability for personal injury and/or disease sustained by its employees arising out of or in the course of their employment. There is no longer a requirement for a copy of the certificate to be posted.

Professional Indemnity cover provides protection against breach of professional duty. The policy is designed to protect you against claims made by third parties. A comprehensive list of all insurances is held by the Council and can be inspected by any member of staff on request.

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 (or your Line Manager) 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 (or Line Manager) 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 Sandbach 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. The Council has adopted a Dignity at Work Policy which you are required to comply with.

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.

Examples of unsatisfactory behaviour and behaviour considered to be gross misconduct are set out in the Disciplinary Procedure below.

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.

Your manager should be advised of any accidents or near misses 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.

Any individual thought to be under the influence of excess alcohol or drugs will be escorted from the premises and sent home and may be subject to action under the laid down disciplinary procedures.

You should inform the Town Clerk (or Line Manager) 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 (which includes the use of e-cigarettes and personal vaporisers) 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.

The Council will not provide smoking areas on its premises and employees will not be given breaks for smoking during working hours. Appropriate 'no-smoking' signs will be clearly displayed at the entrance to and within premises and in all vehicles.

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 (or Line Manager) immediately. The information declared will be recorded on the personal files of both employees and treated in strict confidence. (see also the Council's Officer Code of Conduct and Protocol on Member-Officer Relations)

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. Within your role you are expected to demonstrate political neutrality. (see also Officer Code of Conduct and Protocol on Member-Officer Relations)

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 USE

We carry out monitoring of the use of our telephones for security reasons and to detect unauthorised use, there may be occasions when calls are recorded.

You are discouraged from making personal calls during working hours, except in exceptional circumstances. Should you need to make a call you should keep such calls to a minimum and ensure they are as brief as possible.

We reserve the right to withdraw your right to make and receive personal calls during working hours if we are of the opinion that the privilege is being abused.

If you make calls or texts in breach of our rules you will be responsible for the cost of the call/message and you may also be subject to disciplinary action.

3.11 PERSONAL MOBILE PHONES

Personal mobile phones brought onto our premises, or any premises on which we operate, should not be used for incoming or outgoing calls during working hours except in the cases of urgency. The exception to this is if the Council have authorised you to use the mobile phone for work purposes. In which case, personal calls are discouraged except in exceptional circumstances.

The Council reserve the right to instruct that personal mobile phones should be left switched off during working hours and used only during authorised work breaks.

3.12 CAMERA TELEPHONES/EQUIPMENT

You may work with confidential information or have access to it. Accordingly, unless you have obtained the permission of the Town Clerk (or Line Manager), 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, 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 (or Line Manager).

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 eg. items such as stationery or pens that bear the logo or council name of another organisation provided that these items have no significant value.

You must also comply with the Officer Code of Conduct in this respect.

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.

3.23 ENVIRONMENT

The Council is very aware of their legal and moral responsibilities to look after the local and global environment. As a result, they will put in place an Environment Policy and operating procedures which jointly govern how this is done. All employees are expected to contribute to implementing these policies and procedures.

3.24 GOOD HOUSEKEEPING

You have a responsibility to contribute to 'good housekeeping' and to help to maintain the tidiness and cleanliness of the workplace. In particular, you are responsible for tidying up after completing work and leaving your workstation in a clean condition and for the safe collection and storage of materials delivered to your order. Staff should always seek to optimise the use of resources and minimise waste eg. paper, heat, light, power etc.

3.24 VEHICLES AND DRIVING

FITNESS TO DRIVE

If you are required to drive on public roads on the Council's behalf, you must be physically and mentally capable of doing so in a safe, respectful and secure manner. If you are too tired, physically or mentally, or suffering from sickness or illness, you must not drive the vehicle.

DRIVING LICENCES

You must possess a full and valid Driving Licence for the relevant class of vehicle, before the Council will authorise you to drive on its behalf.

Where driving is required as part of your job, it is your responsibility to ensure that you are legally qualified to drive. Licences will go through the Council inspection procedure which requires us to check individual licences regularly, usually once a year, with the DVLA, or as otherwise requested. The Council will require you to share your driving licence information

by supplying it with your driving licence number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Council of this immediately.

CHANGES TO YOUR DRIVING LICENCE, ENDORSEMENTS AND DISQUALIFICATION

If you drive on the Council's behalf, you must inform management of any changes to your Driving Licence, including endorsements.

If you become disqualified from driving, your authorisation to drive on the Council's behalf is immediately and automatically revoked. The Council cannot guarantee to find alternative employment for a disqualified driver and, if the disqualification renders you incapable of doing your job, this could result in your dismissal.

MOTORING OFFENCES, FIXED PENALTIES, AND PARKING FINES

Drivers are personally responsible for any fines or penalties incurred as the result of motoring offences, including fixed penalties and parking or speeding fines. Employers are required by law to disclose details of a presumed driver if requested by the relevant authorities.

RULES OF THE ROAD

When driving on the Council's behalf, you must comply with all current road traffic legislation. You are expected to convey a high standard of driving etiquette; and to be respectful and courteous to all other road users at all times. Seat belts (*both front and, when occupied, rear*) are required by law to be worn at all times where fitted. The Council will not accept any responsibility for fines imposed for breach of this legislation.

PROPERTY IN VEHICLES

Please ensure that no property is left unattended or on view in vehicles being driven on the Council's behalf. All removable items should be either locked away out of view or, ideally, taken with you when you leave the vehicle. Always ensure the vehicle is secure overnight, and is not left unattended in potentially vulnerable locations. The Council cannot be held responsible for personal belongings left in vehicles.

MOBILE PHONES

It is against the law, and dangerous, to drive whilst using a hand-held mobile phone, whether speaking, dialling, texting, or accessing other services such as the internet.

An offence is committed if the phone is being 'held' whilst in use. 'Cradling' a phone, for instance between ear and shoulder, is considered as being 'held'. Penalty upon conviction can range from a fixed penalty, licence penalty points, a minimum £200 fine, or a much higher fine on conviction at court (*more for drivers of vans, goods vehicles, buses and coaches*). If convicted of driving carelessly or dangerously while using a phone, then the penalties can increase to include disqualification, a fine of up to £1,000, and a prison sentence.

Employees must adhere to the following policy in relation to the use of mobile phones whilst driving:

- A driver should never use their mobile phone whilst driving on Council business unless they do so on a properly installed hands-free system and traffic conditions mean that it is safe to do so. In most cases, it would be preferable to make any calls when the vehicle is stationary.;
- If another employee is in the vehicle, he or she should make or accept any calls;
- If the driver is the sole occupant of the vehicle, he or she should find a safe place to stop the vehicle before making, accepting or returning calls;
- If it is essential for drivers to make or accept calls whilst driving, then a hands-free system must be used. Even when a hands-free system is available, drivers should not make or accept calls unless it is legal and safe to do so;

- Whenever possible, allow calls to go to a voicemail or messaging service, and return the calls on occasions when you are not driving. 'Not driving' means out of traffic and engine off. Your vehicle may be stationary, (*eg. in a traffic hold-up or at traffic lights*), but this still amounts to 'driving'.

OTHER DISTRACTIONS

Do not forget the advice in the Highway Code regarding other distractions that might affect your concentration when driving. *To drive safely, avoid:*

- Loud music that could mask other sounds, inserting CDs etc or tuning the radio;
- Trying to read a map, adjust satellite navigation, or follow written instructions;
- Eating or drinking whilst driving.

See Smoke Free Policy above in respect of Council vehicles.

ACCIDENTS / INCIDENTS

If you are unfortunately involved in an accident or incident whilst driving on the Council's behalf, *you should not under any circumstances* express any opinion (*one way or the other*) on the degree of responsibility or the cause. Exchange particulars and nothing more.

If you are asked to give a statement to the police, remember that you may want to be legally represented before you give any statement. You are not obliged to make any comment.

It is a condition of the Council's insurance policy that the insurers are notified of all accidents/incidents, even if apparently of no consequence. You must provide management with a written report within 24 hours.

Whenever possible the following points should appear on the report:

- Names and addresses of the third-party driver and details of their insurers;
- Names and addresses of anyone else involved in the accident/incident;
- Names and addresses of all passengers in both your vehicle and any third party's vehicle;
- Names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time;
- Particulars of the attending emergency services.

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 POLICY

By adopting the Green Book, the Council will determine pay according to current pay scales. Actual scale points are based on job content, responsibility, qualifications and experience.

Pay Scales are reviewed annually in April through national negotiation.

Employees may be appointed to a specific scale point (Spot Salary) or to a scale. In the latter case they may progress through a series of annual increments until reaching the highest point of their scale. The annual increment will be subject to the annual Employee Development Revue and will not be automatic.

Accelerated increments within the grade may be given on the grounds of exceptional merit or ability or on the post-holder gaining a qualification which is considered by the Council to be beneficial to the role of the post.

4.3 ADDITIONAL HOURS

Your normal hours of work are stated in your Contract of Employment but are based on a standard week of 37 hours. You are expected to work flexibly in accordance with the demands of the job and your specific hours will be agreed by you with your Manager. The Council reserves the right to change working hours after the usual consultation process with staff.

The Town Clerk will be responsible for ensuring adequate cover is maintained for the Council's services during working hours.

The Town Clerk will determine the need for overtime, when it is to be worked and the employees required, taking into account the circumstances appertaining at the time. Except in the case of an emergency, you will be consulted on any overtime requirements by the Town Clerk and as much notice as is possible will be given within the demands of business.

Overtime must be authorised in advance by the Town Clerk or relevant manager. Eligible staff will normally be given time off in lieu, for over time, but may, at the discretion of the Town Clerk, be paid at overtime rates. The first half hour worked on any day will not be classed as overtime, but as "flexible working", and will not attract time off in lieu or overtime payment. No payment is made for travelling time where overtime is worked, except in the case of split shifts.

Employees who earn in excess of Scale Point 22 are not normally eligible for overtime payments, except at the discretion of the Council.

Overtime payments are made at the following rates:

Weekdays: Time and a half.

Saturdays: Time and a half

Sundays & public holidays: Double time.

Part-time employees are entitled to these enhancements for weekdays only after 37 hours.

Time off in lieu will always be on a single time basis.

The Working Time Regulations determine entitlements for working hours, breaks, rest and holidays. They are described more fully in the Council's Health and Safety Policy.

4.4 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.

4.5 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.

4.6 WORKPLACE PENSION SCHEME

We will comply with the duties owed to you in accordance with Part 1 of the Pensions Act 2008.

The Council operates a local authority pension scheme as a standard condition of employment which is open to all employees (whatever their status under the 2008 Act) after they have completed 3 months of any probation period. The Cheshire Local Government Pension Scheme (LGPS) is Sandbach Town Council's nominated qualifying scheme.

We will

- enroll eligible jobholders in an automatic enrolment scheme.
- provide information about auto-enrolment to you, your fellow employees and any other categories of workers.
- set up opting-out processes for you and other employees.
- allow you if you have not been automatically enrolled (or have previously opted out) to opt into an automatic enrolment scheme.
- re-enroll you in an automatic enrolment scheme three years after our staging date if you opted out of auto enrolment

4.7 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.

4.8 EXPENSES: TRAVEL AND SUBSISTENCE (ON COUNCIL BUSINESS)

Subsistence

No flat rate payment for subsistence will be made ie. no payment where staff are out of the office for more than 5 to 10 hours and no overnight allowance. Reasonable meal/entertainment expenses incurred on Town Council business will be reimbursed on production of receipts.

Hotels

Where staff are required to stay overnight on Town Council business, the recommended benchmark for all staff is an AA 3 star hotel. Guidance can be obtained from the Town Clerk.

Where staff incur additional reasonable incidental costs whilst staying overnight on Town Council business these will be reimbursed. Receipts should where possible be obtained. All claims need to be authorised by the Town Clerk.

Air Travel

All reservations must be approved in advance by the Town Clerk.

Rail Travel

All staff will travel 2nd class with the option to reserve a seat.

Payment of Expenses

Expenses are paid monthly by credit transfer to the Bank/Building Society of your choice. To ensure accuracy and timely reclaim of costs, all expenses need to be claimed within 3 months of being incurred. Where claims are made outside this period the Town Council reserves the right to refuse payment.

4.8 EXPENSES: USING YOUR OWN VEHICLE FOR COUNCIL ACTIVITIES

Where the Council authorises an employee to use a private car on official business, the employee will receive a casual user allowance in accordance with the approved Green Book rate. Where staff are travelling to the same function/meeting every effort should be made to travel together.

Business mileage is usually the distance travelled between your normal office and the place you are visiting. Where you are commencing travel from home for business purposes ie. not to your normal office, then the business mileage to be claimed is from your home to the place you are visiting or your normal office to the place you are visiting, whichever is the lesser.

The Council's requirements regarding driving standards, cleanliness, driving etiquette, and rules of the road are the same as those outlined previously within this policy.

Private cars must be insured for business use. The Council reserves the right to request copies of the individual's insurance certificate, to ensure adequate cover is in place for the business use of the vehicle.

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.

Please note, the holiday entitlement for part-time staff, including bank holidays, will be calculated on a pro rata basis.

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 (or Line Manager) 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, except in cases of termination as set out in 5.9.

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 (or Line Manager)

Holidays may not be booked unless you have received authorisation from the Town Clerk (or Line Manager). 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 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.

5.9 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.

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 your Manager if you are ill or unable to attend work for any other reason. Notification should be made no later than 9:30 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 your manager, 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 your Manager on your return to work to discuss your absence. We shall discuss the reasons for your absence including any personal problems which may be having a detrimental effect on your attendance record, failure to follow our notification procedures, fitness to resume your normal duties, general attendance record, and, if appropriate, an agreed timescale during which your general attendance can be assessed.
- complete and submit a self-certification form on return to work for all periods of sickness absence of up to **one working week**. If you are absent from work for longer than seven days your absence must be covered by a doctor's fit note certificate [often referred to as Medical Certificates]. 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 & Data Protection Act 2018 and your permission will be sought for the report to be obtained.

If you have any queries on your rights under the Access to Medical Reports Act 1988 and/or General Data Protection Regulations & Data Protection Act 2018 or the procedure to be followed, you should contact your manager.

When requesting a report, 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 & Data Protection Act 2018;
- 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.

The Council offers an enhanced Sick pay scheme in line with the Green book provisions. An employee's entitlement under this scheme is linked to their length of service, and will be as follows:

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

NB: 'Full Pay' period = Sick Pay shall include SSP and any Incapacity Benefit

'Half Pay' period = Half pay plus SSP and Incapacity Benefit, so long as this total does not exceed an employee's normal pay.

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 and in accordance with the current Green Book provisions. 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 and in accordance with the current Green Book provisions. 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 POLICY

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.

In addition to this statutory condition, the Council has a Flexible Working Policy which aims to be family friendly and provide for a fair work-life balance. It will consider requests for flexible working sympathetically, where it does not disrupt the business in any of the following ways:

- burden of additional costs;
- detrimental effect on ability to meet customer demand;
- inability to reorganise work among existing staff;
- inability to recruit additional staff;
- detrimental impact on quality;
- detrimental impact on performance;
- insufficiency of work during the periods the employee proposes to work;
- planned structural changes within the Council.

It is intended that this policy will prove beneficial to both the employee and the Council, and the hours which you work in any week will normally agreed with your manager.

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 paid 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.

8.2 COMPASSIONATE LEAVE

If you suffer bereavement we will endeavour to be sympathetic to your needs. Management 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 PARENTAL BEREAVEMENT LEAVE

The Council will support employees through their grief including being flexible in their approach to compassionate leave and your return to work.

Bereaved parents now have a right to two weeks' leave following the loss of child under 18. Leave can be taken in one two-week block or in two one-week blocks. Employees have this right from the day they start their job. Statutory Parental Bereavement Leave can be taken in the 56 weeks following their child's death. This entitlement includes not only birth parents, but also the partner of the child's parent, adoptive parents and parents who suffer a still birth after 24 weeks of pregnancy.

Those on parental bereavement leave will receive their normal pay.

8.4 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.

8.5 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 your manager 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 your manager 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.

8.6 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 (or Line Manager) to request time off work. In requesting time off, you must provide a copy of the court summons/witness citation. Employees are entitled to payment for this time off, but should claim expenses from the Court to cover their costs, and also compensation for loss of earnings. These will be payable to the Council.

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.

8.7 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 (or Line Manager) 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.

8.8 SEVERE WEATHER/ ~~PUBLIC~~ 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 or private transport breakdown, you should contact your manager 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 this 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 or use our Capability Procedure if we believe it is appropriate to do so.

9.2 EMPLOYEE DEVELOPMENT APPRAISAL

Employees will undergo at least an annual employee development appraisal and may be given individual targets which reflect contributions to the Council's business plan objectives. The results may be used as part of the criteria for determining any incremental progression.

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 or Appeals Panel (in the case of the Town Clerk or appraisals undertaken 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. The Council have adopted a Training and Development Policy and within this, develop an annual training plan.

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 managers 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 your manager. 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

Although in a local council, much of the information we hold is by law and Council policy, place in the public arena, in the course of your employment with us, you may come into possession of confidential information. (See Information and Data Protection Policy)

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.
- Any information, reports or background documents discussed in any meeting to which the press and public are excluded.

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. (See also the Council's Officer Code of Conduct)

10.2 DATA PROTECTION

By your acceptance of our offer of employment you have consented to the collection, storage and processing by us, or by any associated Organisation, or by our third party representatives of any personal data, including sensitive personal data, relating to you, as necessary for the performance of your contract and/or the conduct of our organisation. You will be given a copy of the Council's Data Privacy Notice for Staff and Councillors.

Sensitive personal data relating to you may include but is not limited to self-certificates, doctors' certificates, medical reports, details of trade union membership or details of criminal convictions.

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

You have the right to access personal data held by you.

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.

If you unreasonably refuse to submit to a search in accordance with these rules you will be subject to disciplinary action. Please be assured that the Town Council will not resort to searches unless it is essential.

10.5 RIGHT TO MONITOR

For security, record-keeping, training and disciplinary purposes we monitor staff. Accordingly, we may obtain sensitive information about you via routine or occasional use of CCTV cameras, the interception of incoming or outgoing emails, telephone calls, and checks on websites visited by you. Any information obtained or observed through such monitoring, not related to these purposes shall remain confidential, and will not be disclosed to any third party.

11. TERMINATION OF EMPLOYMENT

11.1 RESIGNATION

If you wish to terminate your employment you are required to give your notice in writing to your manager or 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.

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.

11.7 RETIREMENT

We do not operate a compulsory retirement age for our employees

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

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

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

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

See also the Town Council's Pensions Discretion Policy.

PROCEDURES

1. Disciplinary and Dismissal Procedure (including Grievance procedure)	40
2. Maternity, Pay and Leave Procedure	53
3. Paternity, Pay and Leave Procedure	61
4. Adoption, Pay and Leave Procedure	64
5. Capability Procedure	70
6. Redundancy/Redeployment Procedure	75
7. Making a Protected Disclosure (Whistle-blowing) Procedure	78

1. DISCIPLINARY AND DISMISSAL PROCEDURE (including Grievance 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.

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;
- unauthorised absence;
- minor damage to our property;
- breaches of our rules, policies and procedures
- abusive behaviour;
- unreasonable and deliberate refusal to follow instructions;

- poor attendance;
- smoking in non-designated areas on our premises.

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;
- 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;
- 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 nominated manager. 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 (eg. 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. The Terms of Reference for Personnel Committee state who will be responsible for disciplinary hearings.

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. The Terms of Reference for Personnel Committee state who will be responsible for appeal hearings.

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. According, 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.

1.14 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 your manager in the first instance, who will attempt to resolve the situation on an informal basis.

If you feel unable to approach your manager 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 (or Mayor in the case of the Town Clerk raising the grievance, or being the subject of the grievance) 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 refer to potential breaches of 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 your line manager 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 3rd 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 (or Mayor in the case of the Town Clerk raising the grievance, or being the subject of the grievance).

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 Appeals Committee. You should clearly state the grounds of your appeal, i.e. the basis on why you believe the outcome of the grievance hearing was wrong or inappropriate.

Your appeal should be submitted within 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 Sandbach Town Council have no control.

1.25 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 MATERNITY PAY AND LEAVE PROCEDURE FOR NEW AND EXPECTANT MOTHERS

2.1 AIMS

To set out the statutory rights & responsibilities of employees who are pregnant or have recently given birth & give details of the arrangements for antenatal care, pregnancy related illness & maternity leave & pay.

2.2 PROCEDURE

NOTIFICATION OF PREGNANCY

By the end of the qualifying week (the 15th week before the expected week of childbirth) or as soon as practicable afterward the employee is required to notify their manager in writing of:

- The fact that she is pregnant
- Her expected week of childbirth (**EWG** - the expected week due starting on a Sunday, provided by the employees doctor or midwife)
- The date on which she intends to start her maternity leave

The employee must also provide a MATB1 form supplied by their doctor or midwife confirming the date that the baby is expected.

Should the employee wish to change the date i.e. she wishes to bring forward or postpone her maternity she may do so, by advising her manager in writing at least 28 days before the new start date.

Within 28 days of notifying the manager, the employee will receive written confirmation from the Employee Service Centre, of their maternity leave and of the end date if the full 52 weeks entitlement is taken.

Failure on the employees' part to comply with the above notification requirements may lead to the loss of their rights relating to maternity leave and SMP.

2.3 HEALTH AND SAFETY

New and expectant mothers experience physical, biological and hormonal changes to their bodies arising from their condition, which could make them more prone to injury from activities normally carried out in the workplace. In addition some hazards in the workplace may affect the health & safety of new and expectant mothers and their child(ren), therefore working conditions normally considered acceptable may no longer be acceptable during pregnancy and whilst breast feeding.

A new or expectant mother has responsibility for her own health, safety and welfare at work and she should inform her line manager in writing of her situation as soon as possible, and keep them informed of any changes to her health, along with any recommendations made by her doctor or midwife with regard to her physical wellbeing at work.

Once notified that an employee is a new (given birth in the last 6 months) or expectant mother, or are breastfeeding, the line manager should ensure that a specific risk assessment for new

and expectant mothers is undertaken and make any necessary adjustments to eliminate or reduce any risks identified by;

- Temporarily adjusting her working conditions and/or hours of work; or if that is not possible
- Offer suitable alternative work (at the same rate of pay) if available; or if that is not feasible
- Suspend her from work on paid leave for as long as necessary to protect her health and safety and that of the child

When conducting a risk assessment, the manager must consider the following (this list is not exhaustive):

Physical risks

- Movements and postures
- Manual handling
- Shocks and vibrations
- Noise
- Radiation (ionising and non- ionising)
- Compressed air and diving
- Underground mining work

Chemical agents

- Toxic chemicals
- Mercury
- Antimitotic (cytotoxic) drugs
- Pesticides
- Carbon monoxide
- Lead

Biological Agents

- Infectious diseases inc. HIV, hepatitis

Working conditions

- | | |
|---|--|
| • Facilities (inc. rest rooms) | • Working alone |
| • Mental and physical fatigue and working hours | • Working at height |
| • Stress (inc postnatal depression) | • Travelling |
| • Passive smoking | • Violence |
| • Temperature | • Working with Personal Protective Equipment |
| • Working with Display Screen Equipment | • Nutrition |

Employees whose job involves heavy lifting or other risks are advised to discuss this with Occupational Health and their manager.

Any employee who has a query or concerns about the effect of their work on their own or their child's health should contact the Occupational Health unit for advice.

2.4 TIME OFF FOR ANTENATAL CARE

Pregnant employees are entitled to take reasonable paid time off to attend antenatal appointments. These appointments include appointments with their GP, hospital clinics, midwife and any other appointments including relaxations and parent craft classes as advised.

2.5 MATERNITY LEAVE ENTITLEMENT

All employees are entitled to take up to 26 weeks Ordinary Maternity Leave (**OML**) and up to 26 weeks Additional Maternity Leave (**AML**) regardless of the number of hours worked or length of service. Additional Maternity leave begins on the day after **OML** ends.

All employees must take a minimum of 2 weeks maternity leave immediately following the birth of the child.

Maternity leave may commence any time after the beginning of the 11th week before the expected week of childbirth.

Maternity leave will commence on either of the following dates – whichever is earliest:

- The chosen start date
- The day after the employee gives birth (if prior to the chosen date)
- The day after the employee is absent for a pregnancy related illness in the 4 weeks prior to the expected week of childbirth

2.6 MATERNITY PAYMENT ENTITLEMENT

All pregnant employees regardless of the length of local government service and irrespective of the number of hours worked are entitled to either:

39 weeks Statutory Maternity Pay (**SMP**) OR

39 weeks Statutory Maternity Allowance (**SMA**) – if not eligible for SMP

In order to receive Occupational Maternity Pay (**OMP**) employees must have completed at least one year's continuous service into the 11th week before the expected week of confinement.

SMP is payable for up to 39 weeks, an employee is entitled to SMP if:

- She is employed during the qualifying week, which is the 15th week before the EWC
- She has continuous service for at least 26 weeks at the end of the qualifying week

- Her average weekly earnings are not less than the lower earnings limit for NI contributions in the period from the 8 weeks prior to the Saturday of at the end of the qualifying week.
- She is still pregnant 11 weeks before the start of the EWC
- She provides a MATB1 form stating her EWC and has given the correct notification of her pregnancy as detailed above.

SMP is not repayable and is for a maximum of 39 weeks, paid as follows:

- 6 weeks paid at 90% of the average earnings
- 33 weeks at the lower rate which is set by the Government for the relevant tax year, or 90% of the average earning whichever is lower. These payments are made via payroll on the normal pay dates.

Employees who have not completed 1 year's service at the beginning of the 11th week before the EWC will receive SMP as above.

SMA may be payable if the employee does not qualify for SMP and can be claimed via the local Job Centre Plus office.

OMP is paid as follows:

- 6 weeks 90% of a week's pay offset against payments made by way of SMP (or MA for employees not eligible for SMP).
- An employee who declares in writing that she intends to return to work will, for the subsequent 12 weeks' absence receive half a week's pay plus SMP, where eligible. Alternatively the equivalent amount (i.e. 6 weeks' pay) may be paid on any other mutually agreed distribution.
- The 12 weeks half pay shall be made on the understanding that the employee will return to local authority employment for a period of at least three months. In the event of her not doing so, she shall refund the monies paid. Any parental leave or unpaid leave taken within this period will not be counted towards the three months.
- Followed by up to 21 weeks lower rate SMP
- Followed by 13 weeks unpaid leave

No combination of payments should exceed normal full pay.

2.7 MULTIPLE BIRTHS

Leave entitlement and payment remain the same regardless of the number of children resulting from a single pregnancy.

2.8 CONTRACT OF EMPLOYMENT DURING MATERNITY LEAVE

During the period of Ordinary and Additional Maternity Leave the employee's contract of employment continues and they are entitled to receive all contractual benefits, except salary. All benefits in kind (such as use of laptop, mobile phone & lease car) will continue and annual leave will continue to accrue.

2.9 ANNUAL LEAVE

An employee is allowed to take their full annual leave entitlement before maternity leave commences provided that:

- She intends to return to work
- She is aware that if she does not return to work, she will have to repay any leave she was not entitled to take
- The leave is operationally convenient and agreed by the line manager
- If she subsequently decides not to return to work following her maternity leave then the date used to calculate leave entitlement is her last day of employment at resignation.

Employees are encouraged to take any outstanding leave prior to commencing maternity leave, all holidays must be taken in the year it is earned and therefore if the holiday year is due to end during maternity leave, the employee should take the full years leave before commencing maternity. A discretionary 5 days leave may be carried over to the following leave year. Where the employee is unable to take her leave before commencing maternity leave due to the early birth of her child, or pregnancy related illness for example, or if the leave year runs in line with her maternity period exceptions may be made to carry over policies to allow her to carry the remaining period of leave into the next leave year.

Employees will continue to accrue contractual annual leave as per their contract of employment during maternity leave during ordinary and additional maternity leave including entitlement to bank holidays, which will be accrued pro rata to contracted hours.

2.10 KEEPING IN TOUCH DAYS

Excluding the first 2 weeks after childbirth, an employee, by agreement with their line manager, can undertake up to 10 days paid work/training with the Council during their ordinary or additional maternity leave, without bringing their leave to an end and without loss of a weeks SMP.

KIT days are optional and can only be taken in agreement with their line manager.

Working part of a day will count as a full KIT day, and does not extend the statutory or maternity pay period. Payment will effectively “top up” the individual’s payment so that full pay is received for the days work. I.e. the employee will not be able to earn more than a normal days work

2.11 CONTACT DURING MATERNITY LEAVE

Managers and employees should maintain regular agreed contact during maternity leave for the purposes of discussing issues such as returning to work or flexible working arrangements. It is recommended that arrangements should be made prior to the leave commencing as to the frequency of this contact and this discussion is documented.

The employee should be informed of important information such as, developments at work, changes in structures, promotion opportunities. In addition the employees should also ensure that they keep themselves informed as appropriate.

2.12 RETURNING TO WORK AFTER MATERNITY LEAVE

Employees are prohibited from working for two weeks after their baby is born and this period is included within their maternity leave entitlement. Unless the employee notifies their manager otherwise, their return to work date will be the first working day after the end of their 52 weeks additional maternity leave.

If an employee wishes to return earlier than this date then she must give 8 weeks written notice of the date in which she wishes to return, failure to give the correct notice may result in the return to work date being postponed until the correct notice is served.

If the employee decides not to return to work following maternity leave the required notice period as detailed in their contract of employment should be given. Should notice not be received and they fail to return to work following maternity leave (without notifying their manager if an absence reason e.g. sickness) they will be treated as having unauthorised absence.

If the employee wishes to return to work on a different working pattern to that which they left please ask for details of the Flexible Working Policy.

2.13 RETURNING AFTER OML

The employee will be entitled to return to the same job on the same terms and conditions as if they had not been absent.

2.14 RETURNING AFTER AML

The employee will be entitled to return to the same job on the same terms and conditions unless this is not practicable, in these circumstances they will be entitled to be offered a suitable alternative.

2.15 TRANSFERRING TO SHARED PARENTAL LEAVE

You may be entitled to curtail your Maternity Leave and opt into the Shared Parental Leave and Pay scheme.

You must give us at least eight weeks' written notice to end your maternity leave (known as a curtailment notice). The notice must state the date your maternity leave will end. You can give the notice before or after maternity leave starts, but you must take at least two weeks' maternity leave.

Shared parental leave is up to 50 weeks, which can be shared between the Mother and Spouse /Partner/Civil Partner during the first year of the birth, provided you both satisfy the eligibility requirements.

Further information can be found in the Shared Parental Leave Policy.

2.16 PARENTAL LEAVE

Following a period of Maternity leave the employee may request a period of parental leave details of which can be found in the Parental Leave Policy.

Any parental leave or unpaid leave taken will not be counted towards the three months an employee is required to return if a payment of 12 weeks half pay has been made.

2.17 MATERNITY SUPPORT LEAVE

MATERNITY SUPPORT LEAVE IS AN ENTITLEMENT FOR NOMINATED CARERS TO TAKE LEAVE AT OR AROUND THE TIME OF THE BIRTH OF A CHILD, OR CHILDREN.

A nominated carer is the person named by the mother to assist in the care of the child and to be the primary provider of support to the mother at or around the time of the birth. In most cases the father or partner would provide such care and support; however, a relative may otherwise fulfil the role, or someone who has a caring relationship with the mother and/or the child.

Therefore, eligible employees, who qualify for both paternity leave and maternity support leave, will be entitled to take one of these two weeks as maternity support leave at one week's normal full pay plus one week as paternity pay at the standard rate of statutory paternity pay. Maternity support leave is not paid in addition to paternity leave but will constitute part of the two weeks leave.

Further information can be found in the Paternity Procedure.

2.18 FURTHER PREGNANCY DURING MATERNITY LEAVE

It is possible that an employee may become pregnant again prior to returning to work. She will in theory have the right to SMP, however may not qualify for SMP as eligibility depends on average earnings during her qualifying period in that they are equal to or greater than the lower earnings limit during this period. The employee may need to apply for Maternity Allowance.

Occupational Maternity pay would be paid in line with the first pregnancy.

2.19 RIGHT TO APPLY TO WORK FLEXIBLY

The employee may wish to apply to return to work under a different work pattern. The manager will consider each request on its merits in accordance with the Flexible Working Policy. Further information is available in the Flexible Working Policy.

Employees may be required to attend meetings to discuss their application and it is recommended that should they wish to apply for a different work pattern that their application is received approximately 10 weeks in advance of their return to work in order for the application to be given proper consideration.

2.20 PENSION

Employees on maternity leave in the pension scheme whilst on OMP or SMP will continue to make contributions in the normal way. There may then follow a period of maternity leave without pay and employees may opt to pay contributions in respect of this period upon their

return. They must elect to do this within 30 days of their return. If contributions are not paid retrospectively pension records will show a break in service.

Pension's contributions will continue to be made during the period when the employee is receiving SMP but not during any period of unpaid additional maternity leave.

2.21 REDUNDANCY OR REORGANISATION DURING MATERNITY LEAVE

All employees on maternity leave will be contacted in the event of a redundancy or restructuring situation where there may be a loss of jobs and ensure that they are kept up to date and consulted throughout the process. If a redundancy situation occurs the employee will be offered a suitable alternative should there be one available. The employee will be advised of the procedure and the support available.

2.22 PAY RISES DURING PREGNANCY OR MATERNITY

Any pay rises that take effect during the employee's maternity leave will be factored into their pay upon return to work and back dated as appropriate.

Any increase in salary that takes effect between the beginning of the qualifying period and the end of the maternity leave will result in the higher rate of SMP being recalculated to take the rise into account, and any difference being paid.

2.23 STILL BIRTHS OR MISCARRIAGES

In the unfortunate event of the employee's child being still born after 24 weeks of pregnancy, she will retain her entitlement to maternity leave and SMP payment.

A miscarriage prior to 24 weeks will not attach entitlement to maternity leave or SMP, however should a period of absence occur following the miscarriage, the employee will be entitled to sick pay in line with her contract of employment.

Where a child is born early and lives for a short period of time, the employee will retain her full rights to maternity leave and SMP irrespective of the timing of the birth.

Medical advice may be required to confirm the fitness of the employee for an early return to work.

3. PATERNITY PAY AND LEAVE PROCEDURE

3.1 AIMS

To set out the statutory rights and responsibilities of employees who are eligible to take Paternity Leave and give details of the arrangements for leave and pay.

3.2 PROCEDURE

3.3 PATERNITY LEAVE ENTITLEMENT

An employee who satisfies the following criteria is entitled to 2 weeks Paternity Leave (**PL**):

- Their wife, civil partner or partner gives birth to a child, and / or,
- They are the biological father of the child and
- They have 26 weeks continuous service by the end of the qualifying week (the 15th week before the expected week of childbirth).

Should the employee have less than 26 weeks service by the end of the qualifying week 1 weeks Paternity Leave may be taken.

The employee must also have or expect to have responsibility for the upbringing of the child and be making the request to help care for the child or to support the mother.

PL is in addition to annual leave entitlement and must be taken in a single block of one or two weeks within eight weeks of the birth of the child. If the child is born early the leave must be taken from the time of birth but within eight weeks of the original expected date of childbirth.

PL is also available to adoptive parents where a child is matched or newly placed with them for adoption. Either parent may take Ordinary Paternity Leave where the other parent has elected to take adoption leave. In the case of adoption, the employee must have 26 weeks continuous service by the week in which the child's adopter is notified of having been matched with a child for adoption. (See Adoption Policy for Adoption Leave).

3.4 NOTIFICATION OF INTENT TO TAKE PATERNITY LEAVE

An employee who wishes to request Paternity Leave must give their manager 15 weeks written notice of the date on which their partner's child is due, the length of leave they wish to date and the date they wish it to commence. Flexibility will be given where possible should the child be born early or late.

In the case of adoption, the employee must give written notice of their intention no later than 7 days after the date on which they are notified of a match with the child. The notice must specify the date the child is expected to be placed for adoption, the length of leave they wish to take and the date they wish it to commence. Plus, the date they were notified that they had been matched with a child. Should the employee wish to change this date they must give 28 days written notice of the new date.

Failure on the employee's part to comply with the above notification requirements may lead to the loss of their rights relating to Paternity Leave and SPP.

3.5 PATERNITY PAY

The first week of Paternity Leave is paid at full pay, the second week is Statutory Paternity Pay and is paid at the rate which is set by the Government for the relevant tax year, or 90% of the average earning whichever is lower. However, if the employee's average weekly earnings is lower, then the earnings limit for NI contributions they will not qualify for SPP.

Should the employee have less than 26 weeks service by the end of the qualifying week 1 weeks Paternity Leave maybe taken at full pay.

3.6 SHARED PARENTAL LEAVE

You may be eligible to opt into the shared parental leave (SPL) scheme, which is up to 50 weeks leave that can be shared between the Mother / main Adopter and spouse/partner/civil partner during the first year. Certain criteria has to be met by both individuals.

3.7 CONTACT DURING PATERNITY LEAVE

Managers and employees should maintain regular agreed contact during Paternity Leave for the purposes of discussing issues such as returning to work or flexible working arrangement. It is recommended that arrangements should be made prior to the leave commencing as to the frequency of this contact and this discussion is documented.

The employee should be informed of important information such as, developments at work, changes in structures, promotion opportunities. In addition the employees should also ensure that they keep themselves informed as appropriate via attending scheduled team meetings, reading team briefs etc.

3.8 RETURNING TO WORK AFTER PATERNITY LEAVE

The Council will have previously confirmed the end of the employee's Paternity Leave and the employee is expected to return the next working day after this date.

If the employee decides not to return to work following Paternity Leave the required notice period as detailed in their contract of employment should be given. Should notice not be received and they fail to return to work following Paternity Leave (without notifying their manager if an absence reason e.g. sickness) they will be treated as having unauthorised absence.

The employee will be entitled to return to the same job on the same terms and conditions as if they had not been absent.

If the employee wishes to return to work on a different working pattern to that which they left please refer to the Flexible Working Policy.

3.9 MATERNITY SUPPORT LEAVE

MATERNITY SUPPORT LEAVE IS AN ENTITLEMENT FOR NOMINATED CARERS TO TAKE LEAVE AT OR AROUND THE TIME OF THE BIRTH OF A CHILD, OR CHILDREN.

A nominated carer is the person named by the mother to assist in the care of the child and to be the primary provider of support to the mother at or around the time of the birth. In most cases the father or partner would provide such care and support; however, a relative may otherwise fulfil the role, or someone who has a caring relationship with the mother and/or the child.

Conditions which must be met by an employee to become a nominated carer are that he/she must be:

- named by the mother as the main/only provider of care, and;
- involved in the care of the new-born child, assisting the mother or caring for other children.

Examples of assistance to mother and child include:

- direct physical care;
- active support, including washing clothes, preparation of feeds, bathing the baby and taking the baby out.

An employee may also be a nominated carer in respect of an adopted child, and may receive the full provisions of the scheme.

Maternity Support Leave will not be granted if the person having, or adopting the child already has someone undertaking the role of nominated carer.

Nominated carers are entitled to 5 working days paid leave at the time of the birth of a child. The employee should take this leave when the mother is in hospital or when she and the baby come home. Maternity Support Leave may not be postponed until a later date. The employee may use part of the 5 days leave to attend antenatal clinics or classes with the expectant mother.

The employee should notify their manager of their intent to take MSL and return it to his/her manager as soon as possible, preferably giving 4 weeks' notice. The employee should give the expected date of birth/placement for adoption, how much leave he/she wishes to take and when he/she wants the leave to start. In the case of adoption, the employee will also need to confirm the adoption matching date and the actual date of placement.

3.10 RIGHT TO APPLY TO WORK FLEXIBLY

The employee may if they wish to apply to return to work under a different work pattern, the Council will consider each request on its merits. Further information is available in the Flexible Working Policy

They may be required to attend meetings to discuss the application and it is recommended that should they wish to apply for a different work pattern that their application is received approximately 10 weeks in advance of their return to work.

3.11 PENSION

Employees on Paternity Leave in the pension scheme whilst on PL will continue to make contributions in the normal way.

4 ADOPTION PAY AND LEAVE PROCEDURE

4.1 AIMS

To set out the statutory rights & responsibilities of employees who are adopting a child or have recently had a child placed with them for adoption and gives details of the arrangements and entitlements.

4.2 PROCEDURE

4.3 ADOPTION LEAVE ENTITLEMENT

An employee who adopts a child through an approved adoption agency or in the case of adopting from overseas has received “official notification of adoption” in respect of that child are entitled to take a period of Adoption Leave provided that they have 26 weeks continuous service calculated as the week in which that notification was received.

N.B official notification in relation to a child being adopted from overseas, is written notification issued by or on behalf of the “relevant domestic authority” who issues a certificate to the overseas authority concerned with the child’s adoption, confirming that the adopter is eligible to adopt and has been assessed and approved as being a suitable adoptive parent.

The employee is entitled to up to 26 weeks Ordinary Adoption Leave and up to 26 weeks Additional Adoption Leave regardless of the number of hours worked or length of service. Additional Adoption Leave begins on the day after Ordinary Adoption Leave ends.

Adoption Leave can start on the day the child is placed for adoption or 14 days earlier in the case of a child being adopted within the UK, or in the case of a child being adopted from overseas the day the child enters Great Britain or on a chosen date no later than 28 days after.

4.4 ADOPTION PAY ENTITLEMENT

All employees who qualify for Adoption Leave will qualify for Statutory Adoption Pay (**SAP**) providing that their average weekly earnings in the 8 weeks ending with the week that the match was notified are not less than the lower earnings limits for NI contributions.

Statutory Adoption Pay is payable for up to 39 weeks at the rate set by the government for the relevant tax year or 90% of the employees average weekly earnings, whichever is lower.

An employee who is not entitled to Statutory Adoption Pay maybe able to claim other benefits via their local Job Centre Plus office.

In order to receive Occupational Adoption Pay (**OAP**) employees must have completed at least one year's continuous service prior to the start of the week in which they were notified of the match and will be entitled to:

OAP is paid as follows:

- 6 weeks 90% of a week's pay offset against payments made by way of SAP (or adoption allowance for employees not eligible for SAP).
- An employee who declares in writing that they intend to return to work will, for the subsequent 12 weeks' absence receive half a week's pay plus SAP, where eligible. Alternatively the equivalent amount (i.e. 6 weeks' pay) may be paid in any other mutually agreed distribution.
- The 12 weeks half pay shall be made on the understanding that the employee will return to local authority employment for a period of at least three months. In the event of them not doing so, they shall refund the monies paid. Any parental leave or unpaid leave taken within this period will not be counted towards the three months.
- Followed by up to 21 weeks lower rate SAP
- Followed by 13 weeks unpaid leave

No combination of payments will exceed normal full pay.

4.5 NOTIFICATION REQUIREMENTS

4.6 ADOPTION WITHIN THE UK

In order to take Adoption Leave and qualify for Statutory Adoption Pay, the employee must give their Manager written notification of their intention to take Adoption Leave no later than 7 days after they receive the official notification of a match with the child from the adoption agency. The notification should be in writing and detail:

- The date the child is expected to be placed with them for adoption
- The date they intend to start their Adoption Leave.

4.7 ADOPTION FROM OVERSEAS

In order to take Adoption Leave and qualify for Statutory Adoption Pay, the employee must give their Manager written notification of their intention to take Adoption Leave no later than 28 days after they receive the official notification or the date on which they complete 26 weeks continuous service (whichever is later). The notification should be in writing and detail:

- The date the official notice was received
- The date the child is expected to enter Great Britain.

At least 28 days prior to the chosen date to begin Adoption Leave they must provide in writing:

- Notice of the date they wish to start their Adoption Leave
- Declaration that they have chosen to receive Statutory Adoption Pay and not Statutory Paternity Pay
- A copy of the official notification

Within 28 days of the child's entry into Great Britain the employee must

- Inform their Manager of the date entry
- Provide evidence of this by way of a plane ticket or copy of entry clearance documents

Should the employee wish to change the date i.e. they wish to bring forward or postpone their Adoption Leave they may do so, by advising their Manager in writing at least 28 days before the new start date.

Failure on the employee's part to comply with the above notification requirements may lead to the loss of their rights relating to paternity leave Statutory Adoption Pay.

Within 28 days the employee will receive written confirmation of their Adoption Leave and of the end date if the full 52 weeks entitlement is taken.

4.8 MULTIPLE ADOPTIONS

Leave entitlement and payment remain the same regardless of the number of children being adopted.

4.9 CONTRACT OF EMPLOYMENT DURING ADOPTION LEAVE

During the period of Ordinary and Additional Adoption Leave the employee's contract of employment continues and they are entitled to receive all contractual benefits, except salary. All benefits in kind will continue and annual leave will continue to accrue.

An employee should take their full annual leave entitlement before Adoption Leave commences provided that:

- They intend to return to work
- They are aware that if they do not return to work they will have to repay any leave they were not entitled to take
- The leave is operationally convenient and agreed by the line manager
- If they subsequently decide not to return to work then the date used to calculate leave entitlement is their last day of employment.

Employees are encouraged to take any outstanding leave prior to commencing Adoption Leave, all holidays must be taken in the year it is earned and therefore if the holiday year is due to end during Adoption Leave, the employee should take the full years leave before commencing Adoption Leave. A discretionary 5 days leave may be carried over to the following leave year. Where the employee is unable to take their leave before commencing Adoption Leave exceptions may be made to carry over policies to allow them to carry the remaining period of leave into the next leave year.

4.10 TERMINATION OF ADOPTION PLACEMENT

Should the child's placement be terminated during Adoption Leave, the employee will continue to be entitled to Adoption Leave for up to 8 weeks after the placement ends. The employee should in this case give 8 weeks notice of their return to work. In cases where no notice of

the termination of the placement is given this will effectively mean the employee should notify their manager of their early return on the day the placement ends.

4.11 ANNUAL LEAVE

Employees will continue to accrue contractual annual leave as per their contract of employment during ordinary and additional Adoption Leave including entitlement to bank holidays, which will be accrued pro rata to contracted hours.

4.12 KEEPING IN TOUCH DAYS

By agreement with their Line Manager, employees can undertake up to 10 days paid work/training, during their ordinary or additional Adoption Leave, without bringing their leave to an end and without loss of a weeks SAP.

KIT days are optional and can only be taken in agreement with their Line Manager.

Working part of a day will count as a full KIT day, and does not extend the Statutory Adoption Pay period. Payment will effectively “top up” the individual’s payment so that full pay is received for the days work. I.e. the employee will not be able to earn more than a normal days work

4.13 CONTACT DURING ADOPTION LEAVE

Managers and employees should maintain regular agreed contact during Adoption Leave for the purposes of discussing issues such as returning to work or flexible working arrangements. It is recommended that arrangements should be made prior to the leave commencing as to the frequency of this contact and this discussion is documented.

The employee should be informed of important information such as, developments at work, changes in structures, promotion opportunities. In addition, the employees should also ensure that they keep themselves informed as appropriate.

4.14 RETURNING TO WORK AFTER ADOPTION LEAVE

Unless the employee notifies their manager otherwise their return to work date will be the first working day after the end of their 52 weeks Additional Adoption Leave.

If they wish to return earlier than this date then they must give the Council 8 weeks notice of the date in which they wish to return, failure to give the correct notice may result in their return to work date being postponed until the correct notice is served.

If the employee decides not to return to work following Adoption Leave the required notice period as detailed in their contract of employment should be given. Should notice not be received and they fail to return to work following Adoption Leave (without notifying their manager if an absence reason e.g. sickness) they will be treated as having unauthorised absence and this will be addressed under the Attendance Management Policy and Procedure.

If the employee wishes to return to work on a different working pattern to that which they left please refer to the Flexible Working Policy.

4.15 RETURNING AFTER ORDINARY ADOPTION LEAVE

The employee will be entitled to return to the same job on the same terms and conditions as if they had not been absent.

4.16 RETURNING AFTER ADDITIONAL ADOPTION LEAVE

The employee will be entitled to return to the same job on the same terms and conditions unless this is not practicable, in these circumstances they will be entitled to be offered a suitable alternative. The employee will be advised of the procedure and the support available.

4.17 TRANSFERRING TO SHARED PARENTAL LEAVE

You may be entitled to curtail your Adoption Leave and opt into the Shared Parental Leave and Pay scheme. You must give us at least eight weeks' written notice to end your adoption leave (known as a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave

Shared parental leave is leave up to 50 weeks, which can be shared between the main Adopter and spouse/partner/civil partner during the first year of the adoption, provided you both satisfy the eligibility requirements.

4.18 PARENTAL LEAVE

Following a period of Adoption Leave the employee may request a period of Parental leave, details of which can be found in the Parental Leave Policy.

Any parental leave or unpaid leave taken will not be counted towards the three months the employee is required to return if they have been in receipt of 12 weeks half pay.

4.19 RIGHT TO APPLY TO WORK FLEXIBLY

The employee may wish to apply to return to work under a different work pattern. The Manager will consider each request on its merits in accordance with the Flexible Working Policy (7.2 above).

You may be required to attend meetings to discuss your application and it is recommended that should you wish to apply for a different work pattern that your application is received approximately 10 weeks in advance of your return to work.

4.20 PENSION

Employee's on Adoption Leave in the pension scheme whilst on OAP or AAP will continue to make contributions in the normal way. There may then follow a period of leave without pay and you may opt to pay contributions in respect of this period upon your return. You must elect to do this within 30 days of your return. If you do not opt to pay your contributions retrospectively your pension record will show a break in service.

Pension's contributions will continue to be made during the period when the employee is receiving SAP but not during any period of unpaid additional Adoption Leave.

4.21 REDUNDANCY OR REORGANISATION DURING ADOPTION LEAVE

All employees on Adoption Leave will be contacted in the event of a redundancy or restructuring situation where there may be a loss of jobs and their managers will ensure that they are kept up to date and consulted throughout the process.

4.22 PAY RISES DURING ADOPTION LEAVE

Any pay rises that take effect during the employee's Adoption Leave will be factored into their pay upon their return to work and back dated as appropriate.

Any increase in salary that takes effect between the beginning of the qualifying period and the end of the Adoption Leave will result in the higher rate of SAP being recalculated to take the rise into account, and any difference being paid.

4.23 CAR ALLOWANCE/LEASE SCHEME

A car unless it is used strictly for business only is not remuneration. Consequently entitlement to such benefits as essential car user lump sum allowances or car lease payments will continue during ordinary and additional Adoption Leave.

If an employee has a lease car the Council will continue to deduct car lease and insurance payments from adoption pay. The method of repayment during any period of unpaid Adoption Leave (whilst in receipt of no pay or SAP) will need to be arranged with Payroll

5 CAPABILITY POLICY

5.1 POLICY STATEMENT AND GENERAL PRINCIPLES

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

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

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

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

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

5.2 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.

5.3 Identifying performance issues

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

Objectives (either tasks with a specific target or outcome, or demonstration of a particular skill or behaviour) will be realistic and capable of being measured within the set timescales. The employee will be advised clearly about where improvement is required, the action needed to achieve improvement, the priorities (if any) and the timescales.

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

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

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

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

5.4 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.

5.5 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

5.6 Right to be accompanied at hearings

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

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

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.

5.7 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 your manager. 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.

5.8 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.

5.9 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.

5.10 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.

5.11 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. Appeals are made to the Chairman of the Appeals Committee.

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.

6 REDUNDANCY/REDEPLOYMENT PROCEDURE

6.1 This procedure will apply to all employees of the Council. It sets out the overall approach to be adopted should the need arise for redundancies within the Council.

- 6.2** It is the Council's policy to provide to the best of its ability, security of employment for all its employees. However, it is recognised that over time, changes in the political environment, funding regimes and other operational requirements may impact on the staff resource required to deliver organisational objectives. It is the agreed aim of the Council to maintain operational efficiency and effectiveness to help safeguard the future employment of all its employees. Where a redundancy situation is anticipated all alternatives will be explored for any potential surplus staff.
- 6.3** If after exhausting all alternatives, redundancy is unavoidable the Council will endeavour to handle such redundancy in a consistent, objective and sympathetic manner to minimise hardship for the employees concerned. The Council will rigidly apply its equal opportunity policies.

6.4 Consultation

Where the Council is considering redundancies or a reorganisation which is likely to impact on its workforce it will consult at the earliest opportunity. Such consultation will be undertaken with a view to reaching agreement and will be aimed at avoiding redundancies. All relevant information will be made available to the staff to support this process, with a reasonable timescale agreed to enable proper consideration to take place.

6.5 Selection Criteria

The Town Council will consult with the staff and seek to agree the criteria to be used for staff selection. When all avenues, including voluntary redundancy and early retirement have been exhausted and it is clear that compulsory redundancy is inevitable, the Town Council will agree the criteria to be used for staff selection.

- Specialism
- Functional area of work i.e. business unit
- Other relevant factors

The above selection definition would then be extended and the criteria may include:

- Experience, skills or qualifications (or a combination of these) to ensure the retention of a balanced staff profile to meet the future objectives of the business.
- Individual ability linked to a specialist business objective.
- Standard work performance supported by objective evidence which would include the performance management system
- Attendance history or disciplinary records

In respect of each criterion for each business unit, there will be a definition of what is being measured. Each criterion will have a range of points addressing an individual's competence and the criteria will be weighted in line with their importance against each other and also against the relevant job. The weighting will be applied consistently for each business unit but may vary for different units in the same round of redundancy.

Whatever selection criteria are chosen, they will be objective and consistently applied. The actual selection will be in line with the criteria and cover all individuals within the relevant unit affected by the redundancy.

6.6 Action to Avoid/Minimise Compulsory Redundancy

All measures would be considered to minimise the need for compulsory redundancy. This would include:

- Planning and managing change as far into the future as possible.
- Minimising external recruitment where staff can be retained or redeployed to fill existing vacancies or vacancies that are expected to arise in the short term.
- Reducing or eliminating overtime.
- The termination of temporary employees or contract staff where this would not impact on the achievement of business objectives.
- Seeking application for early retirement or voluntary redundancy before declaring compulsory redundancy.

6.7 Redeployment

For those members of staff affected by restructuring or redundancy, the Council is committed where possible, to redeploying them into other business areas. A surplus employee, who is considered suitable, may be offered a higher or lower paid position. Full details of such opportunities will be given to the employee to enable them to decide whether or not the alternative position is acceptable.

Where a higher paid position is accepted the salary for that post will apply.

Where an employee accepts an alternative position that is lower paid the following protection of salary arrangements will apply:

The salary for the lower paid position will be established and the difference between that and the old salary calculated.

- Fifty percent of this difference is the protected amount.
- On taking up a new position the salary will be enhanced by the protected amount for one year.
- On the first anniversary of taking up the new job the protected amount will be reduced to 40% of the difference.
- On the second anniversary of taking up the new job the protected amount will be reduced to 20% of the difference.
- On the third anniversary of taking up the new job the protected amount will be extinguished.

During the above three-year period the salary applicable to the new role will be reviewed in the normal way subject to satisfactory performance.

Where redeployment within the Council occurs a trial period of 4 weeks will apply.

When retraining is to take place as part of the redeployment, the trial period may be for a longer period. In these circumstances there will be a written training plan setting out the arrangements and stating the length of the trial period; this will be issued before the start of the trial period. Such trial periods are to allow both the individual and the Council to decide whether the alternative employment is mutually satisfactory. If, during the trial period, the job is not satisfactory to the employee or the job performance is not to the Council's standard, *the employee will be made redundant*. If the trial period is completed successfully, a full performance review will be undertaken 6 months after taking up the new post.

The individual's right to redundancy payment will not be affected by any trial period of redeployment unless dismissal occurred due to a reason unconnected with the redundancy in which case the entitlement would be lost.

6.8 Period of Notice

The period of notice for redundant staff will not be less than 30 days and where it is not possible to give such notice affected staff will be given pay in lieu of notice.

6.9 Appeals

Employees may appeal against their selection for redundancy. Appeals must be in writing setting out the detailed grounds of appeal. Such appeals will be heard by Members of the Appeals Committee.

6.10 Assistance to Staff

The Council will arrange support for redundant staff to assist them in finding alternative employment. This could include:

- Discussing future career plans
- Completion of CV's
- Interview skills
- Other guidance/support

Staff under notice of redundancy will be allowed reasonable time off on full pay to attend interviews or arrange training to enhance their future prospects.

6.11 Compensation

Redundancy compensation terms for those members of staff who are made redundant will be in accordance with the statutory redundancy calculator, increased to the actual weeks pay rather than the statutory minimum. No further enhancements will be made.

7 MAKING A PROTECTED DISCLOSURE (Whistle-blowing)

- 7.1** You must notify the Town Clerk immediately if you have knowledge of (or have reason to suspect) any criminal activity, theft, fraud, or other suspicious act taking place within or relating to our services. Furthermore, everyone has a responsibility to be

alert to strangers and suspicious persons who appear to have no obvious reason for being on (or loitering near) Council events or premises.

7.2 Employees are entitled to specific rights relating to the disclosure of certain types of information (or whistle-blowing). This protection applies in the following circumstances where the employee has reasonable belief that:

- a criminal offence has been committed, is being committed or is likely to be committed;
- a person has failed, is failing or is likely to fail to comply with any legal obligation to which he or she is subject;
- a miscarriage of justice has occurred, is occurring or is likely to occur;
- the health or safety of any individual has been, is being or is likely to be endangered;
- the environment has been, is being or is likely to be damaged; or
- information tending to show any matter falling within any one of the preceding paragraphs has been, is being or is likely to be deliberately concealed.

7.3 However, there will not be protection for the disclosure if the employee commits an offence by making the disclosure, or it is a disclosure in respect of which legal professional privilege would apply.

7.4 Qualifying Procedures

In order for the disclosure to be protected, the employee must make it by one of the following methods or procedures:

- to the employer, or legally responsible person or appropriate person authorised by the employee to receive disclosures;
- to a legal advisor;
- to a prescribed person (ie. to a listed regulatory body, such as the Health and Safety Executive, the Audit Commission or the Environmental Agency).

In addition, disclosure is protected if it is to an individual unconnected with the organisation, such as the police or the media. In this case an employee will only be protected if;

- the matter has previously been raised with the employer or prescribed person, or it has not been so raised because the employee reasonably believes that he or she will be victimised;
- if there is no prescribed person, the employee has a reasonable belief that a complaint to the employer would result in evidence being concealed or destroyed;
- the information has already been disclosed to the employer or prescribed person;
- the information is serious enough to justify bypassing one of the other specified procedures;
- the disclosure is made in good faith, in the reasonable belief that the claims are substantially true, not for the employee's personal gain; and
- it is "reasonable in all the circumstances" to make the disclosure.