

Calne Town Council



EMPLOYEE HANDBOOK

Issue: 4

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CALNE TOWN COUNCIL

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INTRODUCTION

WELCOME TO OUR TEAM

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

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

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information please refer to your Line Manager. This Handbook is non-contractual and does not form part of your terms and conditions of employment.

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

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

JOINING OUR ORGANISATION

A) PROBATIONARY PERIOD

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

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

B) EMPLOYEE TRAINING

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new roles within the business. It is a condition of your employment that you participate in any training deemed necessary by us for you to reach the required levels of attainment standards.

C) INDUCTION

At the start of your employment with the town council you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you.

D) JOB DESCRIPTION

Amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

E) STAFF APPRAISAL SCHEME

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

F) JOB FLEXIBILITY

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative activities or roles within the work of the town council. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by other colleagues. This flexibility is essential for operational efficiency as the type and volume of work is always subject to change.

G) MOBILITY

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

H) DISCLOSURE AND BARRING CERTIFICATE(S)

Your position may be subject to clearance from the Disclosure and Barring Service. If this is the case then your employment will be conditional upon this clearance. Examples of such positions are Director of Council Services, , CCTV Manager, Head of Business and Town Hall Caretaker.

I) CONVICTIONS AND OFFENCES

During your employment, you are required to immediately report to the Director of Council Services any convictions or offences with which you are charged, including traffic offences.

J) POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION

- 1). As an organisation using the Disclosure and Barring System (DBS) and/or Scottish Criminal Records Office (SCRO) Disclosure Service to help assess the suitability of applicants for positions of trust, we comply fully with the DBS/SCRO Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. We also comply fully with our obligations under the Data Protection Act.
- 2). Disclosure information is never kept in an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997.
- 3). We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
- 4). Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.
- 5). Once a recruitment (or other relevant) decision has been made, we do not keep disclosure information for any longer than is absolutely necessary in order to allow for the consideration and resolution of any disputes or complaints. Where appropriate, the DBS/SCRO will be consulted and full consideration will be given to the data protection and human rights of the individual.

- 6). Once the retention period has elapsed, we will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). We will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, we may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

SALARIES

A) ADMINISTRATION

1) Payment

- i). The pay period is per calendar month. Salaries are paid by the 26th day of each month.
- ii). You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, superannuation etc.
- iii). Any pay queries that you may have should be raised with the Director of Council Services .

2) Overpayments

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

3) Income Tax and National Insurance

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

B) LATENESS/ABSENTEEISM

- 1). You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.

- 2). If you are unable to attend for work due to sickness or injury this must be notified to your Line Manager (or in that persons absence another Manager) in accordance with the sickness reporting procedures laid down in this Employee Handbook.
- 3). If your absence is due to any other reason you must notify your Line Manager as soon as is practicably possible, explaining the reason for the absence and providing a time/date when you will expect to be able to return to work.
- 4). Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

C) SHORTAGE OF WORK

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time working, or alternatively, lay off. If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

HOLIDAY ENTITLEMENT AND CONDITIONS

A) ANNUAL HOLIDAYS

- 1). Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
- 2). It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward and no payment in lieu will be made in respect of untaken holidays other than in the event of termination of your employment.
- 3). You must complete the holiday request form and have it signed by your Line Manager before you make any firm holiday arrangements.
- 4). Holiday dates will normally be allocated on a 'first come, first served' basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
- 5). You should give at least four weeks' notice of your intention to take holidays of one week or more and one week's notice is required for single days.
- 6). You may not normally take more than 12 working days consecutively without requesting in writing to your Line Manager explaining the reason.
- 7). Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms and Conditions of Employment.

B) PUBLIC/ BANK HOLIDAYS

Your entitlement to public/bank holidays is shown in your individual Statement of Main Terms and Conditions of Employment.

C) TIME OFF IN LIEU (TOIL)

Your contract of employment will contain details of your normal hours of work.

If you are required to work additional hours during Town Council events such as Winter / Summer Festivals, firework night etc you may be entitled to equivalent time off in lieu, or at the Council's discretion, overtime pay.

You will not be given time off in lieu for additional hours worked unless you have obtained the prior consent of your Line Manager before carrying out the additional hours work.

On every occasion that you carry out additional hours for which you wish to claim time off in lieu you must complete the details on your timesheet which must then be signed off as approved by your Line Manager.

You must agree with your Line Manager a date and time when you will take your time off in lieu. This should be recorded on your timesheet .

Ideally time off in lieu should be taken as soon as possible. For example, if you have an evening meeting you might agree to come into the office later than your normal start time on the following day. No more than 10 hours time off in lieu may be built up at any one time.

The amount of time off in lieu that staff take will be subject to regular review.

SICKNESS/INJURY PAYMENTS AND CONDITIONS

A) NOTIFICATION OF INCAPACITY FOR WORK

- 1). You must notify us by telephone on the first day of incapacity at the earliest possible opportunity and by your start time. Text messages and e-mails are not an acceptable method of notification. Other than in exceptional circumstances notification should be made personally, to your Line Manager.
- 2). You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a doctor's medical certificate.

- 3). If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

B) EVIDENCE OF INCAPACITY

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

C) PAYMENTS

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

D) RETURN TO WORK

- 1). You should notify your Line Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
- 2). If you have been suffering from an infectious or contagious disease or illness such as whooping cough, rubella, hepatitis, chicken pox or shingles as ~~an~~ examples, you must not report for work without clearance from your own doctor.
- 3). On return to work after any period of sickness/injury absence you will be required to provide a medical certificate from your GP or hospital or you will be required to complete a self-certification absence form and forward this form to the your immediate line manager.
- 4). Upon returning to work after any period of sickness/injury absence, you will be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with strictest confidence. This interview should be conducted as early as possible on your first day returning to work, to ensure that you are well enough to return to your normal duties.

E) GENERAL

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

OTHER BENEFITS

A) PENSION SCHEME

- 1) **ALL** employees are automatically enrolled onto the Local Government Pension Scheme, administered by Wiltshire Council. Details of the scheme are available from Wiltshire Council in Trowbridge or from the Finance Officer.
- 2) Scheme members contribute a percentage of salary (dependant on salary) and the Council also contributes at the rate determined by the scheme management.
- 3) **ALL** employees are encouraged to review the pension scheme periodically, as here are a range of benefits which may change. Wiltshire Council Pensions Department are happy to deal with any questions in this regard.

B) DEATH IN SERVICE

In the event of death in service, any salary, pension or gratuities that are due to you will be paid to your nominated next of kin or nominated beneficiary.

SAFEGUARDS

A) RIGHTS OF SEARCH

- 1) We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business.
- 2) Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search will be regarded as a disciplinary offence.
- 3) Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.
- 4) You may be asked to remove the contents of your pockets, bags, vehicles, etc.
- 5) Whilst you have the right to refuse to be searched, such refusal will constitute a breach of contract, which may result in disciplinary action being taken against you.
- 6) We reserve the right to call in the Police at any stage.

B) CONFIDENTIALITY

You acknowledge that in the course of your employment you may have access to and you will be entrusted with information related to the business, finances, processes, plans, clients, customers or affairs of the Council and that such information may be confidential and important to the Council. In this Agreement such information is called "Confidential Information" and includes, but is not limited to: information indicated as confidential or secret; information which is confidential or secret to the Council;

information relating to the Council which a reasonable person would conclude on balance was intended or likely to be regarded as confidential; and information given to the Council in confidence by another party likely to be or which a reasonable person would conclude on balance was intended or likely to be regarded as confidential by that other party.

You acknowledge that the disclosure (directly or indirectly) of any Confidential Information to actual or potential competitors of the Council or to the press or other media or to the public or any part of it would place the Council at a disadvantage and would damage its business.

You shall not without the prior consent of the Council other than in the proper performance of your duties under this Agreement either during your employment or at any time after its termination: disclose to any person; or use for your own purposes; or communicate to or place at the disposal of any medium of publication including the press and broadcasting media; or through any failure to exercise all due care and diligence cause or permit any unauthorised disclosure of any Confidential Information. These restrictions shall cease to apply to information which (otherwise than through your act or default) becomes available to the public generally.

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

C) COPYRIGHT

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

D) STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only after being signed off by the Director of Council Services.

E) DATA PROTECTION ACT 1998

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

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

F) INVENTIONS/DISCOVERIES

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made: -

- 1) in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- 2) outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these;
- 3) during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

G) VIRUS PROTECTION PROCEDURES

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

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

H) USE OF COMPUTER EQUIPMENT

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

- 1). the introduction of new software must first of all be checked and authorised by your Line Manager before general use will be permitted;
- 2). only authorised staff should have access to the council's computer equipment;
- 3). only authorised software may be used on any of the council's computer equipment;
- 4). only software that is used for business applications may be used;
- 5). software may not be brought onto or taken from the council's premises without prior authorisation;

- 6). unauthorised access to the computer facility will result in disciplinary action; and
- 7). unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

The exception to the above rule, is that to enable the Director of Council Services , Director of Council Services 's ,Head of Business and Beversbrook Centre Manager to work at other offices and at home, they have been supplied with laptops with the approval of the town council.

I) E-MAIL, INTERNET AND COMMUNICATIONS POLICY

The purpose of the E-mail and Internet policy is to provide a framework to ensure that there is continuity of procedures in the usage of e-mail and internet within the council. The internet and e-mail systems are an important communications facility within the council. It has provided us with contact with professional and academic sources throughout the world.

Where appropriate, duly authorised staff are approved to make use of the internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the council name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence and approved by the Director of Council Services . The intellectual property right and copyright must not be compromised when publishing on the internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

The town council has a definitive Communications Policy which defines the roles and responsibilities within Calne Town Council and gives guidelines on external communications, contact with the media and effective use of social media. A copy of this policy is located on the Public Drive: Policies.

J) PROCEDURES – ACCEPTABLE/UNACCEPTABLE USE

- 1) Unauthorised or inappropriate use of the internet system may result in disciplinary action which could result in summary dismissal.
- 2). The internet system is available for legitimate Town Council use and matters concerned directly with the job being done. Employees using the internet system should give particular attention to the following points:
 - i) Comply with all of our internet standards;
 - ii) Access during working hours should be for business use only;
 - iii) Private use of the internet should be used outside of your normal working hours.

- 3). The council will not tolerate the use of the Internet system for unofficial or inappropriate purposes, including:
- i). Accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
 - ii). Non-compliance of our social networking policy;
 - iii). Connecting, posting or downloading any information unrelated to their employment and in particular pornographic or other offensive material;
 - iv). Engaging in computer hacking and other related activities, or attempting to disable or compromise security of information contained on the council's computers.

You are reminded that such activities (iii. and iv.) may constitute a criminal offence.

- 4). The use of the e-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims.
- 5). Unauthorised or inappropriate use of the e-mail system may result in disciplinary action which could include summary dismissal.

The e-mail system is available for communication and matters directly concerned with the legitimate business of the council. Employees using the e-mail system should give particular attention to the following points:

- i). all comply with council communication standards;
 - ii). e-mail messages and copies should only be sent to those for whom they are particularly relevant;
 - iii). e-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. e-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
 - iv). if e-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The council will be liable for infringing copyright or any defamatory information that is circulated either within the council or to external users of the system; and
 - v). Offers or contracts transmitted by e-mail are as legally binding on the council as those sent on paper.
- 6). The council will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:
- i) any messages that could constitute bullying, harassment or other detriment;

- ii) on-line gambling;
 - iii) accessing or transmitting pornography;
 - iv) transmitting copyright information and/or any software available to the user; or
 - v) posting confidential information about other employees, the council or its customers or suppliers.
- 7) The facility for private use for appropriate purposes will be available to you. However, misuse will result in this arrangement being withdrawn. Please note that you must endeavour to use non-working time for private matters.

K) Monitoring

The Town Council reserves the right to monitor all E-mail/Internet activity for the purposes of ensuring compliance with policies and procedures and to ensure compliance with the relevant regulatory requirements.. Information acquired through such monitoring may be used as evidence in disciplinary proceedings.

L) USE OF SOCIAL NETWORKING SITES

Any work related issue or material that could identify an individual who is a member of the community or work colleague, which could adversely affect the council, a member of the community or our relationship with any member of the community must not be placed on a social networking site. This means that work related matters must not be placed on any such site at any time either during or outside of working hours and includes access via any computer equipment, mobile phone or PM. Councillors queried whether this paragraph in red should be included. The reason for this is that the town council uses Twitter and other similar facilities for promoting events and for distributing information so to keep up to date with technology. ,

STANDARDS

A) WASTAGE

- 1) We maintain a policy of “minimum waste” which is essential to the cost-effective and efficient running of the Council.
- 2) You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
 - a) handle machines, equipment and stock with care;
 - b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
 - c) ask for other work if your job has come to a standstill; and
 - d) start with the minimum of delay after arriving for work and after breaks.

- 3) The following provision is an express written term of your contract of employment:
- a) any damage to vehicles, stock or property including non-statutory safety equipment; that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
 - b) any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
 - c) in the event of an accident whilst driving one of our vehicles, for which you are found to be responsible, you may be required to pay the full cost of the excess on the policy. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

B) STANDARDS OF DRESS

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

C) HOUSEKEEPING

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

D) PERSONAL INTERESTS

Employees must declare to the council, through the Director of Council Services any financial interests, which could conflict with the council's interests. Employees should also declare membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership of conduct.

HEALTH, SAFETY, WELFARE AND HYGIENE

A) SAFETY

- 1) You should make yourself familiar with our Health and Safety Policy. If you have any queries relating to Health and Safety issues, these should be communicated to the nominated Health and Safety Officer or your Line Manager.
- 2) You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
- 3) Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
- 4) You should report all accidents and injuries at work, no matter how minor, in the accident book.
- 5) You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

B) REFRESHMENT MAKING FACILITIES AND REST ROOMS

We provide refreshment making facilities and rest rooms for your use, which must be kept clean and tidy at all times.

C) ALCOHOL & DRUGS POLICY

Whilst on duty, you must not drink alcohol on the Council's premises.

Any employee who is on duty and found to be consuming alcohol on the Council's premises or the premises of its customers and clients or is found to be intoxicated at work will face disciplinary action on the ground of gross misconduct under the Council's disciplinary procedure.

You must not drink alcohol during working hours including during lunch breaks. Reporting for work when unfit due to the influence of alcohol, drugs (whether illegal or not) or substance abuse is also forbidden and may be regarded as a gross misconduct offence. Whether you are unfit for work is a decision to be made by management.

The possession, use or distribution of drugs for non-medical purposes on the Council's premises is strictly forbidden and a gross misconduct offence.

If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss this with your Line Manager in the first instances.

If the Council suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Council reserves the right to require you to undergo a medical examination to determine the cause of the problem.

If you refuse to undergo a medical examination in such circumstances your refusal will be treated as gross misconduct.

If, having undergone a medical examination, it is confirmed that you have been positively tested for an illegal drug or have a problem with alcohol or drugs, or you admit there is a problem, the Council reserves the right to suspend you from your employment to allow the Council to decide whether to deal with the matter under the terms of the Council's disciplinary procedure and/or to require you to undergo treatment and rehabilitation.

If you do not follow any agreed/recommended course of treatment or if it is ineffective, lapses in your performance, conduct or attendance will be dealt with in accordance with our normal procedures, as appropriate.

The Council reserves the right to screen you for alcohol using a standard breathalyser if a Manager believes that you are under the influence of alcohol.

The Council reserves the right to inform the Police of any suspicions it may have with regard to the use of controlled drugs by its employees on the town council's premises.

D) NO SMOKING POLICY

In the interests of the health, safety and comfort of employees and customers, the Council operates a no smoking policy. Smoking is prohibited in all Council work places and vehicles except in designated areas. Staff should note that the prohibition on smoking in the workplace also applies to electronic cigarettes and other vaporisers which will, for the purposes of this policy, be treated in the same way as cigarettes.

E) HYGIENE

- 1) Any exposed cut or burn must be covered with a first-aid dressing.
- 2) If you are suffering from an infectious or contagious disease or illness, for example rubella, hepatitis, chicken pox or shingles, you must not report for work without clearance from your own doctor.
- 3) Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

F) FITNESS FOR WORK

You are required to attend for work in a manner in ensures you are able to carry out your normal duties in a safe and appropriate manner. If your Line Manager or any other Manager considers that you are not fit to carry out your normal duties or may

pose a risk to others, you will be sent home for the remainder of the day. This may be with or without pay, depending on the circumstances. Dependant on the circumstances you may be liable to disciplinary action.

GENERAL TERMS AND PROCEDURES

A) CHANGES IN PERSONAL DETAILS

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

B) OTHER EMPLOYMENT

You are expected to devote the whole of your time and attention during working hours to our business. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with the Director of Council Services in order to establish the likely impact of these activities on both yourself and the council. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours;
- Competition, reputation and credibility;
- Conflict of interest;
- Health, safety and welfare.

You will be notified in writing of the Director of Council Services 's decision. The Director of Council Services may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

C) TIME OFF

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

D) MATERNITY/PATERNITY/ADOPTION LEAVE AND PAY

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

E) FLEXIBLE WORKING

The Council will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

Requests for a change in working arrangements can be made by any employee with at least 26 weeks' continuous service with the Council at the time the request is made. The request should be made in writing and set out the change requested. The request should also describe the impact that the change will have on the operation of the business and how any difficulties caused by the change may be addressed.

When a request is received, the employee will be invited to a meeting to discuss the potential change. The meeting will normally be conducted by the employee's Line Manager. The employee will be entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

The Council will refuse a request if doing so would adversely affect the business or create a burden on other employees. In refusing any request the Council will explain the reasons for the refusal in writing and may make an offer of an alternative arrangement. Discussions may then take place to try to agree a way forward. If no agreement is reached then the employee's terms and conditions will remain unchanged, subject to the right of employees to appeal the decision

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

This policy will not prevent Managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Council may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

As there will inevitably be a limit to the amount of flexibility the Council can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Council to grant it to another.

F) PARENTAL LEAVE

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

SHARED PARENTAL LEAVE

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

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

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

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

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

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

G) TIME OFF FOR DEPENDANTS

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

H) BEREAVEMENT LEAVE

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with your Line Manager and agree appropriate time off.

I) JURY SERVICE

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

J) BUSINESS EXPENSES

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

K) EMPLOYEES' PROPERTY AND LOST PROPERTY

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

L) DRIVING LICENCE

If it is a requirement of your job duties that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction or on health grounds, may, if we are unable to provide suitable alternative employment, lead to the termination of your employment. You are required, whenever requested, to produce your driving licence for our inspection.

M) CAR INSURANCE

If you are using your own car for business purposes, you must ensure that your car insurance provides adequate cover. Proof of adequate insurance, driving licence, tax and an MOT certificate must be produced for scrutiny by the council, upon renewal and at any time when so requested.

N) FINES

We will not be held responsible for any fines (e.g. parking, speeding, etc.) incurred by you whilst working for us. If we receive the summons on your behalf, we may pay the fine and deduct the cost from your salary. This is an express written term of your contract of employment.

O) MAIL

All mail received by us will be opened, including that addressed to employees. Mail marked Confidential or Private will only be opened by the Director of Council Services. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

P) FRIENDS AND RELATIVES CONTACT/TELEPHONE CALLS/ MOBILE PHONES

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing personal calls can only be made with the prior permission of your Line Manager. Personal mobile phones should be switched to silent mode during working hours. The council has a right to insist that your mobile phone is switched off during working hours.

It is illegal to use a mobile phone without a hands-free set whilst driving. It is our policy that you should not use **any** mobile phone whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls.

Q) COUNCIL MOBILE PHONES

The council mobile phones are to be used for business purposes only except in the case of an emergency. Therefore any personal use deemed by the council to be excessive will be recharged back to you. This is an express written term of your contract of employment. Internet usage on council mobile phones is subject to the same provisions set out in our email and internet Policy.

R) BUYING OR SELLING OF GOODS

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

S) COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Line Manager no collections of any kind are allowed on our premises.

T) BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards members of the community or councillors. Objectionable or insulting behaviour or bad language will render you liable to disciplinary action.

You should use your best endeavours to promote the interests of the town council and shall, during normal working hours, devote the whole of your time, attention and abilities to the town council and its affairs.

U) BEHAVIOUR OUTSIDE OF WORK

The Council recognises the importance of work/life balance. However, owing to the nature of the business, the council insists on employing staff of the highest integrity, we expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

V) GOOD FAITH AND LOYALTY

The employment relationship is one built on trust and we all have a mutual interest in making the relationship a success. The Council has a duty to provide reasonable support to employees and employees have a duty of good faith towards the Council.

In practice this means not doing anything that undermines the Council's position by acting in competition with it, providing information to competitors or undermining the Council's standing with clients, customers and fellow employees.

W) OTHER POLICIES AND PROCEDURES

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

X) KEYHOLDING/ALARM SETTING

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any alarm codes must be kept safe at all times. You must not give the keys or alarm code to any third party unless written authorisation is obtained from a Manager.

You must not label keys or mark them in any way which might identify them as Council keys.

You should report any loss of keys immediately to the Director of Council Services , and detail the circumstances of the loss/and or theft.

Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Y) TOOLS

The council provides tools and equipment necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, mislaid or damaged tools or equipment to your Line Manager. You must return council tools upon termination of employment by either party. Failure to do so, or a loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of tools or equipment being made from monies due to you. This is an express written term of your contract of employment.

Z) PRIVATE WORK

You are forbidden from undertaking any private work without authorisation from the Council. You will not be allowed to undertake any work which could otherwise have been undertaken by the council. In the event of you being approached to undertake such work you must report the approach to your Line Manager.

SEVERE WEATHER AND TRAFFIC DISRUPTION

The Council's primary duty is to provide a safe place of work. If severe weather means that this cannot be achieved and the workplace needs to close then all employees will be sent home or told not to come in. In these circumstances employees will be paid in full for any working time that they have lost.

If the workplace remains open, it is the responsibility of employees to attend work if they possibly can. While the Council understands that this is not always possible, additional paid leave will not be provided for employees who are unable, for whatever reason, to travel into work.

Where it is clear that you are not going to be able to get to work you must contact your manager as soon as possible to explain the situation. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If you are unable to attend work due to severe weather or other travel difficulties then you will be required to take time from your annual leave allowance to cover any absence, or to take unpaid time off by agreement with your manager. There may be circumstances in which employees are able to work at home, but this will be entirely at the discretion of the Council.

ANTI-BRIBERY POLICY

A) INTRODUCTION

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

B) POLICY

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

C) SUSPICION

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

D) REPORTING

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

Staff are reminded of the council's Whistleblowing Policy which is available in this Employee Handbook.

E) GIFTS AND HOSPITALITY

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

No gift should be given nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from your Line Manager.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from your Line Manager.

F) RECORD KEEPING

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

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

WHISTLE-BLOWERS

A) INTRODUCTION

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

B) QUALIFYING DISCLOSURES

- 1) Certain disclosures are prescribed by law as “qualifying disclosures”. A “qualifying disclosure” means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the council has committed a “relevant failure” by:
 - i) committing a criminal offence;
 - ii) failing to comply with a legal obligation;
 - iii) a miscarriage of justice;
 - iv) endangering the health and safety of an individual;
 - v) environmental damage; or
 - vi) concealing any information relating to the above.
- 2) These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The council will take any concerns that you may raise relating to the above matters very seriously.
- 3) We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has been invoked for malicious reasons or in pursuit of a personal grudge, then you will be liable to immediate

termination of employment or such lesser disciplinary sanction as may be appropriate in the circumstances.

C) THE PROCEDURE

- 1) In the first instance you should report any concerns you may have to the Director of Council Services who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the Personnel Sub-Committee.
- 2) If you do not report your concerns to the Director of Council Services, you should take them direct to the appropriate organisation or body.

D) TREATMENT BY OTHERS

Bullying, harassment or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

CAPABILITY PROCEDURES

A) INTRODUCTION

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

B) JOB CHANGES/GENERAL CAPABILITY ISSUES

- 1) If the nature of your job changes or if we have general concerns about your ability to perform your job, we will try to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. Concerns regarding your capability will normally first be discussed in an informal manner and you will be given time to improve.
- 2) If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could

lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

- 3) If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, or if your level of performance has a serious or substantial effect on our organisation or reputation, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
- 4) If such improvement is not forthcoming after a reasonable period of time, you will be dismissed with the appropriate notice.

C) SICKNESS ABSENCE POLICY

Short Term Absence

- 1) An employee who is absent on more than three occasions within a six month period will be invited to a meeting to discuss their attendance. The meeting will usually be conducted by the Director of Council Services or the employee's line manager. The employee will have a right to be accompanied by a fellow employee or trade union official on the same basis as set out in the Disciplinary Procedure (Page 33).
- 2) At the meeting the employee will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long term absence set out below. The Council may also seek medical evidence from either the employee's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained.
- 3) Subject to any medical evidence, the person conducting this first stage meeting may decide to issue a warning to the employee, setting out the Council's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.
- 4) If the employee's attendance does not improve to the extent required they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the Director of Council Services or employee's line manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written warning requiring the employee's attendance to improve and setting out the level of improvement required over a specific period of up to one year.
- 5) If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend, then they

may be dismissed. A final meeting will be convened which shall be conducted by the Director of Council Services and will consider any representations made by or on behalf of the employee who will once again have the right to be accompanied by a fellow employee or trade union official.

- 6) Any dismissal arising out of this meeting will be with notice.
- 7) There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

Long Term Sickness Absence

- 8) Where an employee is absent for an extended period - or it is clear that their absence is likely to continue for some time – then the Council will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Council can continue to accommodate an employee's absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the organisation.
- 9) The Council will seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Council can take to facilitate this.
- 10) An employee is not obliged to consent to any medical reports or records being shared with the Council as part of this process. However, in the absence of medical evidence the Council will have to work on the basis of what information is available in reaching its decision.
- 11) One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Council to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.
- 12) Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process however, the Council may proceed to dismissal in the absence of a meeting taking into account any representations made on the employees behalf.
- 13) Where it appears that the employee will be unable to return to work within a reasonable time frame then the Council may need to consider dismissal. Any dismissal will be with notice.
- 14) There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

D) SHORT SERVICE STAFF

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

DISCIPLINARY PROCEDURES

A) INTRODUCTION

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

B) DISCIPLINARY RULES

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

C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT

These are examples only and not an exhaustive list

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

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

D) SERIOUS MISCONDUCT

- 1) Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or

has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

- 2) You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

E) RULES COVERING GROSS MISCONDUCT

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

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

F) DISCIPLINARY PROCEDURE

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

OFFENCE	1ST OCCASION	2ND OCCASION	3RD OCCASION
UNSATISFACTORY CONDUCT	Written warning	Final Written warning	Dismissal
MISCONDUCT	Written warning	Final written warning	Dismissal
SERIOUS MISCONDUCT	Final written warning	Dismissal	
GROSS MISCONDUCT	Dismissal		

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

- 3) If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a written warning, final written warning, or dismissal, and full details will be given to you.
- 4) In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not needed.

G) DISCIPLINARY AUTHORITY

The operation of the disciplinary procedure contained in the previous section is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher or lower level of seniority, in the event of the appropriate level not being available, or suitable, progressing any action at whatever stage of the disciplinary process.

PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:

Written warning	Director of Council Services	Personnel Sub-Committee
Final written warning	Director of Council Services	Personnel Sub-Committee
Dismissal	Director of Council Services	Personnel Sub-Committee

H) PERIOD OF WARNINGS

- 1) **Written warning**
A written warning will normally be disregarded for disciplinary purposes after a twelve month period.
- 2) **Final written warning**
A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

I) GENERAL NOTES

- 1) If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
- 2) In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

- 3) Gross misconduct offences will result in dismissal without notice.
- 4) You have the right to appeal against any disciplinary action.
- 5) We reserve the right to allow third parties to chair any formal hearings.

CAPABILITY/DISCIPLINARY APPEAL PROCEDURE

- 1) You have the right to lodge an appeal in respect of any capability disciplinary action taken against you.
- 2) If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms and Conditions of Employment.
- 3) It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair In the circumstances.
- 4) If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
- 5) You may be accompanied at the appeal hearing by a fellow employee of your choice or trade union representative and the result of the appeal will be made known to you in writing, normally within five working days after the hearing. This is the final stage of the appeal process.
- 6) We reserve the right to allow third parties to chair any formal hearings.

GRIEVANCE PROCEDURE

- 1) It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
- 2) Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
- 3) You have the right to be accompanied at any stage of the procedure by a fellow employee or trade union representative who may act as a witness or speak on your behalf to explain the situation more clearly.

- 4) If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms and Conditions of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
- 5) If you wish to appeal you must inform your Line Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the council will be represented by a more Senior Manager than attended the first meeting (unless the most Senior Manager attended that meeting).
- 6) Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.
- 7) We reserve the right to allow third parties to chair any formal hearings.

DIGNITY AT WORK

All employees are entitled to a working environment free from bullying and harassment. The Council takes all allegations of such conduct extremely seriously and will not tolerate harassment or bullying behaviour. Complaints will be dealt with under the Personal Harassment Policy and Procedure set out below.

All employees are required to behave towards each other with respect. In particular, offensive behaviour which relates to sex, race, age, disability, sexual orientation, religion or belief, pregnancy or gender reassignment will be treated as gross misconduct and will usually lead to dismissal.

PERSONAL HARRASSMENT POLICY AND PROCEDURE

A) INTRODUCTION

- 1). Harassment or victimisation on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.
- 2). Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
- 3). We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.
- 4). Where harassment arises from people not directly employed by the Council e.g. community members or councillors, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.

B) POLICY

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

C) EXAMPLES OF PERSONAL HARASSMENT

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

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

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

D) COMPLAINING ABOUT PERSONAL HARASSMENT

1) Informal complaint

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

This person cannot be your line manager who will be responsible for investigating the matter if it becomes a formal complaint.

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

2) Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of your line manager using the formal complaints procedure and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include;

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and

- e) any action already taken by you to stop the alleged harassment.

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

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

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

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

E) GENERAL NOTES

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

EQUAL OPPORTUNITIES POLICY

A) STATEMENT OF POLICY

- 1) We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and

procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.

- 2) The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.
- 3) We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
- 4) The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
- 5) The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
- 6) We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

B) RECRUITMENT AND SELECTION

- 1) The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
- 2) Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
- 3) Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
- 4) We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
- 5) We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
- 6) All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
- 7) All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

- 8) Short listing and interviewing will be carried out by more than one person where possible.
- 9) Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
- 10) We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the Job.
- 11) Selection decisions will not be influenced by any perceived prejudices of other staff.

C) TRAINING AND PROMOTION

- 1) Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
- 2) All promotion will be in line with this policy.

D) MONITORING

- 1) We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
- 2) Monitoring may involve:
 - a) the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
 - b) the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
 - c) recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
- 3) The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

TERMINATION OF EMPLOYMENT

A) RESIGNATIONS

All resignations must be tendered in writing.

B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE

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

C) RETURN OF OUR PROPERTY

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

D) GARDEN LEAVE

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

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

COUNCIL VEHICLE RULES

A) DRIVING LICENCE AND AUTHORITY TO DRIVE COUNCIL VEHICLES

- 1) You must be in possession of a current driving licence and have your Line Manager's written authority to drive one of our vehicles.
- 2) Your driving licence must be produced for scrutiny by your Line Manager prior to driving any of our vehicles and at any other time as requested.
- 3) If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.
- 4) It is your responsibility to see that the vehicle is not used by anyone other than authorised employees.

B) FIXTURES, FITTINGS AND MODIFICATIONS

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

C) WARRANTY

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

D) CLEANING AND MAINTENANCE

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

E) FUEL ETC.

- 1) Before you use one of our vehicles, and on its return, you are responsible for ensuring that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.
- 2) Unless contrary arrangements exist in writing between us, we will only reimburse you for fuel and oil used on our business. Claims must be submitted on a weekly report sheet, signed by you and accompanied by receipted bills where the vehicle cannot be filled up on our fuel account. All bills should be listed, and a deduction shown for that part of the fuel attributable to private mileage.
- 3) If you are provided with a Council Fuel Card copies of garage receipts must be provided to the Council. The Fuel Card remains the property of the Council and **MUST** not be used for any other vehicle. The Fuel Card must be kept in a safe and secure location at all times.
- 4) Normally fuel will be supplied for use prior to you using a council vehicle or you may be supplied with cash for the purpose of filling a vehicle with fuel if you are to use it for an extended period. If this is the case you should retain receipts and return any money left over from fuel purchases.

F) DAMAGE OR INJURY

- 1) If you are the driver of any of our vehicles and it is involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the owner, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information. It is important that you give no further information. If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the Police as soon as possible, but within twenty four hours of the occurrence.
- 2) In addition in the case of an incident involving injury to another person or to notifiable animals, (horse, cattle, ass, mule, sheep, pig, goat or dog) you are responsible for notifying the Police of the occurrence, and must produce your insurance certificate to a Police officer attending the accident, or any other person having reasonable grounds for seeing it. The accident must be reported to a police station or to a Police officer within twenty four hours. If you are not then able to produce the certificate, you must, in any event, produce it in person within five days after the accident, to such Police station as you may specify at the time of first reporting the accident.
- 3) For security reasons, insurance certificates are kept by us. However, a copy of the certificate of insurance is provided with each vehicle and this will be renewed annually. You should make sure that it is with the vehicle at all times. Replacement copies can be obtained from us if necessary.

G) LOSS

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

H) ACCIDENT PROCEDURE

- 1) It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as

possible after the accident, obtain an accident report form from us which must be completed and returned to us within twenty-four hours. All the information required on the form must be completed. You should note, that whenever possible the following particulars should appear in the form;

- a) The name and address of the other driver and the name and address of his/her insurers.
 - b) The names and addresses of all passengers in both our vehicle and the third party's vehicle.
 - c) Names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident.
 - d) Particulars of the Police officer attending i.e. name, number and division.
- 2) A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the weather conditions, roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.
 - 3) If our vehicle is un-driveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.
 - 4) We will organise for repairs to be carried out.
 - 5) Under no circumstances may repairs be put in hand until the town council's insurers have given its agreement. We will notify you when this has been done.
 - 6) You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned in 1) above and nothing more.

I) PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our authorised business unless previous arrangements for private domestic or social use have been agreed with us in advance. They may not be used for the carriage of passengers for hire or reward, nor may they be used for any type of motor sport, including racing, rallying or pace making, whether on the public highway or on private land.

J) AUTHORISED DRIVERS

Authorised drivers are normally all employees of the council who fit the following criteria:

- Are over 21 years of age.
- Hold a full driving licence.

- Have been given permission by the Director of Council Services .
- Have given full details in writing of any motoring convictions they may have or have had in the past three years to the Council.
- Have supplied a declaration, in writing, that they are fit to drive.
- Have agreed to reimburse the council for the excess on each claim if negligent.
- Have agreed to report immediately to the council any further motoring offences, including parking offences.
- Have agreed to report immediately any change to their medical condition, which may affect driving ability.

K) PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

- 1) Where any damage to one of our vehicles is due to your negligence or lack of care an investigation will take place.

If you are deemed to have been negligent, disciplinary action may be taken. In these instances the town council also reserves the right to insist on you rectifying the damage at your own expense or paying the excess part of any claim on the insurers up to a maximum of £250.00.

- 2) Repeated instances may result in further disciplinary action/and or the use of council vehicles being withdrawn.

COUNCIL PROPERTY

- 1). You are not permitted to use any equipment belonging to the council including computers, printers, photocopiers, tools or vehicles for personal use unless express permission has been granted by the Director of Council Services or in the case of an emergency.

RELATIONSHIPS AT WORK

This policy covers all employees of the Council. It is intended to provide guidance in areas where personal relationships overlap with working relationships and is intended to ensure that individual members of staff are not open to allegations of impropriety, bias, abuse of authority or conflict of interest. It is also intended to set out employees' rights and responsibilities to one another.

The Council values the integrity of professional relationships between its employees and in order that the Council's business is conducted in a professional manner and perceived to be conducted in a professional manner it is necessary to distinguish between, and take account of, personal relationships which overlap with professional ones.

In the context of this policy, a personal relationship is defined as:-

- a) a family relationship; or
- b) a sexual/romantic relationship.

Both the Council and any employees who are in a personal relationship with any other Employee shall take all reasonable steps to ensure that personal relationships neither advantage nor unfairly disadvantage those involved.

If you become involved in a personal relationship with a fellow employee, it is the responsibility of you and the fellow employee to deal appropriately with any potential conflicts of interest. Ideally, such relationships should be reported, in confidence, to the Line Manager or Director of Council Services, particularly where the relationship is between a manager and his/her subordinate.

You should take care that financial, familial or personal relationships entered into on a consensual basis do not advantage or unfairly disadvantage any member of staff or other individuals.

Employees involved in personal relationships should exercise due regard for the professional nature of the workplace and behave in a professional manner at all times paying due consideration to colleagues, customers and clients.

Where a personal relationship exists between employees who are in a line management or supervisory relationship at work they must not be involved in recruitment, selection, appraisal, promotion or in any other management activity or process involving the other party whereby there may be a conflict of interest or perceived conflict of interest as a result of the personal relationship. In such circumstances the relevant manager, senior manager or director should be informed and will, where appropriate, make alternative arrangements and confirm them in writing. The relevant manager, senior manager or director will treat these matters in confidence.

If there is any inequality or perceived inequality in the relationship, extra care should be taken and your attention is drawn to the Harassment Policy. Sexual harassment is defined as “any form of unwanted verbal, non-verbal or physical conduct of a sexual nature which occurs with the purpose or effect of violating the dignity of a person, in particular when creating an intimidating, hostile, degrading, humiliating or offensive environment”. If you are involved in a personal relationship at work you should ensure that any such relationships are fully consensual and are not and cannot be perceived as an exploitation of one party’s position in relation to another.

Any employee who is, or who has been, involved in a sexual/romantic relationship with another member of staff, and who does not consider their involvement to be truly consensual, will have the right to complain under the Company’s Harassment Policy or grievance procedure.

External and internal applicants for posts will be asked to declare relevant personal relationships when applying for the post to ensure that the member of staff they are related to / in a relationship with, has no involvement in the application process.

Managers and staff who are uncertain about whether they should take action regarding a personal relationship (whether their own or someone else’s relationship that is

affecting them) are invited to seek guidance in confidence from their Line Manager or Director of Council Services !

You should be aware that a breach of this policy could lead to disciplinary action being taken.