



HELSTON TOWN COUNCIL

EMPLOYEE HANDBOOK

OUR RULES AND POLICIES

AUGUST 2013

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WELCOME TO HELSTON TOWN COUNCIL

Your relationship with the Council is governed by the policies and procedures in this Handbook and by the terms and conditions in your contract of employment. Please take time to read both documents. If there is a conflict between the two, your contract of employment prevails.

This Handbook is divided into two parts:

SECTION 1 – COUNCIL RULES

Section 1 sets out the Council rules, procedures and general information. To ensure that the Council is a safe, efficient and happy place to work it is very important that you obey the rules and always follow the set procedures.

SECTION 2 – POLICIES

Section 2 sets out the Council policies for dealing with things like discipline, absence, grievances, maternity and other family leave. These policies are in place to help and protect you. Please try to familiarise yourself with them. The Council's policies set out how we manage particular issues that may affect you. They do not form part of your contract and may be changed from time to time to reflect developments.

If you are unsure about anything mentioned in either this Handbook or your contract of employment, please contact the Town Clerk, who will be delighted to help you.

We are very pleased that you have chosen to work for the Council and we hope that your time with us will be long, fulfilling and happy.

AUGUST 2013

SECTION 1 – COUNCIL RULES

1 YOUR RESPONSIBILITIES

- 1.1 Whilst working for the Council your overriding responsibilities are:-
 - 1.1.1 To observe all safety rules and to act in a manner that ensures your own health and safety and the health and safety of others; and
 - 1.1.2 To act wholeheartedly in the best interests of the Council.
- 1.2 Any conduct that either puts your own health and safety at risk or the health and safety of others at risk will normally be treated as **gross misconduct**.
- 1.3 Any conduct that is detrimental to the best interests of the Council or its relations with customers/clients, suppliers or the general public will normally be treated as **gross misconduct**.
- 1.4 Your general duties include the following:-
 - 1.4.1 To work hard, conscientiously, safely and loyally on behalf of the Council.
 - 1.4.2 Not to be involved in any work or activity which is in competition with the Council or which might adversely affect the Council's best interests.
 - 1.4.3 To obey the reasonable and lawful instructions of the Council and to be flexible in helping the Council achieve its objectives.
 - 1.4.4 To produce work of the best possible quality.
 - 1.4.5 To respect and care for the Council's property.
 - 1.4.6 To strictly obey all Rules and Regulations relating to health and safety and report to **your supervisor or manager** any hazards to safe working arrangements.
 - 1.4.7 To comply with the Council's equal opportunities policy and to co-operate with it to ensure a working environment that is free from discrimination and prejudice and the fear of harassment, bullying or violence.
 - 1.4.8 To comply with the Council's anti-bribery statement and any policies in force governing your dealings with customers and agencies, if any.
 - 1.4.9 Whilst working for the Council to devote all of your time and attention to your duties. You must not engage in any other business, activity or employment (either inside or outside your normal working hours) that interferes with this duty.
 - 1.4.10 To notify the Council at the earliest opportunity about any change in your personal circumstances such as your name, address or telephone number.

2 ATTENDANCE AND TIMEKEEPING

- 2.1 The Council expects excellent attendance and timekeeping.
- 2.2 Persistent lateness will normally be treated as **misconduct**.
- 2.3 It is your responsibility to make sure that you are at work and ready to start work at your scheduled starting time.
- 2.4 Any absence which does not comply with the provisions of your contract of employment relating to holidays or sickness or which has not been expressly authorised by the Council in advance shall be regarded as an unauthorised absence and may be treated as gross misconduct.
- 2.5 If you are sick or injured and cannot attend work then you must comply with the Council's sickness/injury rules. The sickness/injury rules are set out at part 3 of this Handbook.
- 2.6 If you arrive at work late you must immediately report to **your supervisor or manager**.
- 2.7 If you need to leave work before your scheduled finish time you must obtain the prior authority of **your supervisor or manager**.
- 2.8 You must comply with any absence / time recording procedures which may be introduced from time to time including any provisions required to ensure compliance with the Working Time Regulations 1998.

3 SICKNESS, INJURY AND SICK PAY

- 3.1 You are expected to be available to work during your normal working hours. You must make every effort to attend work.
- 3.2 **If you cannot attend work because of sickness or injury you must comply with the following rules:-**
- 3.2.1 You must telephone **your supervisor or manager** by no later than the end of your working day on your first day of absence. You should not leave a message at reception or with a colleague. Text messages are not an acceptable form of sickness notification. If you cannot make contact with **your supervisor or manager** you should try to speak to **another supervisor or manager**. You must state the reason for your absence and the date on which you expect to return to work.
- 3.2.2 You must call **your supervisor or manager** again as outlined above on each day of absence not covered by a medical certificate which has been submitted to the Council.
- 3.2.3 If your absence lasts for less than 8 calendar days, on your return to work you must complete an Absence Self-Certification (which is available from **your supervisor or manager**) explaining the reason for your absence.
- 3.2.4 If your absence lasts for 8 or more consecutive calendar days then:
- 3.2.4.1 You must get a medical certificate (MED3) from your GP confirming your inability to attend work. This form must be sent to **your supervisor or manager** immediately.
- 3.2.4.2 If you cannot return to work when your medical certificate expires, you must obtain another medical certificate from your GP and send it to **your supervisor or manager** immediately. Certificates are required to cover the total period of your absence.
- 3.2.4.3 You must telephone **your supervisor or manager** at least one working day before you return to work so that arrangements can be made for your return.
- 3.2.4.4 If your last medical certificate does not specify a date on which you can resume your duties before you return you must supply the Council with a medical clearance certificate confirming that you are fit to return to work.

Sickness Scheme –

- 3.3 The scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
- 3.4 Employees are entitled to receive sick pay for the following periods:
- | | |
|---|---|
| During 1 st year of service | 1 month's full pay and
(after completing 4 months service) 2 months half-pay |
| During 2 nd year of service | 2 months' full pay and 2 months half pay |
| During 3 rd year of service | 4 months' full pay and 4 months half pay |
| During 4 th & 5 th years of service | 5 months' full pay and 5 months half pay |
| After 5 years' service | 6 months' full pay and 6 months half pay |
- 3.5 The Council shall have discretion to extend the period of sick pay in exceptional cases.

- 3.6 The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from the employee's entitlement on the first day the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
- 3.7 In the case of full pay periods sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
- 3.8 In the case of half pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
- 3.9 Normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
- 3.10 If an employee abuses the sickness scheme or is absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or the employee's own misconduct or neglect or active participation in professional sport or injury while working in the employee's own time on their own account for private gain or for another employer sick pay may be suspended. The Council shall advise the employee of the grounds for suspension and the employee shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified then the employee shall forfeit the right to any further payment in respect of that period of absence. Repeated abuse of the sickness scheme should be dealt with under the disciplinary procedure.
- 3.11 Where, for the purpose of qualifying for sick pay under the scheme, the Council requires a doctor's statement from an employee, the Council will reimburse the employee the cost of such a statement on the provision of a receipt.
- 3.12 An employee who falls sick during the course of annual leave shall be regarded as being on sick leave from the date of a doctor's statement.
- 3.13 Maternity leave will not be treated as sick leave and will not therefore be taken into account for the calculation of the period of entitlement to sickness leave.

Fit to Work Notes

- 3.14 Should your GP issue a "may be fit to work note" the Council will take into account any advice / recommendations given by your GP in that note.
- 3.15 The Council will usually request that you attend a meeting to consider the following –
- 3.15.1 the advice that has been given by your GP and whether further advice is required;
- 3.15.2 your ability to return to/remain in your job in view both of your capabilities and the Council's business needs and any adjustments that can reasonably be made to your job;
- 3.15.3 possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy;
- 3.15.4 where you are is able to return to your job or a redeployed job, lighter duties; agreeing a return to work programme.
- 3.16 You should at all stages seek to inform the Council as to any duties / roles that you feel that you might be able to still safely undertake despite your ill health.

- 3.17 Where you disagree with the advice given by your GP the Council may at its discretion obtain a further opinion from an alternative medical expert / occupational health advisor or may write to your GP requesting clarification.
- 3.18 The Council cannot guarantee that it will be able to implement any adaptations / adjustments recommended by your GP or any other medical expert / occupational health advisor.
- 3.19 If it is not possible for the Council to implement such adaptations / adjustments it will explain the reasons for this to you. If this is the case, the Council will agree a time-scale for review and/or a further meeting.

4 DENTISTS, DOCTORS, OPTICIANS AND OTHER APPOINTMENTS

- 4.1 Whenever possible such appointments should be made outside of working hours. There is no right to time off for non-emergency check-ups. .
- 4.2 Where it is absolutely essential that such appointments are arranged during your working day, disruption must be kept to a minimum, normally by arranging the appointment at the very start of the day or at the end of the day.
- 4.3 Time off for such appointments will be **unpaid** unless:
 - 4.3.1 Lost time is made up with the prior authority of **your supervisor or manager**;
 - 4.3.2 You take the time off as holiday in which case you will need to comply with the Council's holiday rules.

5 HOLIDAYS

- 5.1 Your annual holiday entitlement is set out in your contract of employment. A week for the purposes of holiday calculation is your normal working week excluding overtime.
- 5.2 With the express prior written authority of **your supervisor or manager**, you may be entitled to carry forward up to five days holiday into the next annual leave year. No payments will be made in lieu of holiday not taken except in respect of your last year of employment as set out below.
- 5.3 Holidays must be arranged at the mutual convenience of both you and the Council. You must give the Council reasonable notice of your intention to take your holiday. The notice required is:
 - 5.3.1 at least 1 week's notice for holidays of up to 1 weeks' duration
 - 5.3.2 at least 4 weeks' notice of holidays exceeding 1 weeks' duration
- 5.4 All applications for holiday must be made using the Council's holiday application form. Completed forms should be submitted to **your supervisor or manager** for approval. You are only allowed to take holidays if the Town Clerk has approved them in advance.
- 5.5 You are not allowed to take more than 10 consecutive working days holiday unless you have obtained the express prior written permission of **your supervisor or manager** to do so.
- 5.6 The Council may object to you taking holiday on dates requested by you and/or on bank/public holidays if it is inconvenient to it. Holiday requests will be granted on a 'first come, first served' basis.
- 5.7 If you start or leave your employment during the holiday year you shall be entitled to pro rata annual entitlement for each week of service in that holiday year.
- 5.8 Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement the Council shall be entitled to deduct the excess pay from your final salary payment.
- 5.9 The Council may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.
- 5.10 In the event of you falling sick during the period of your annual leave, you will be regarded as being on sick leave from the date of your medical certificate and further annual leave will be suspended from that date.**

6 ACCIDENTS

- 6.1 Absences resulting from accidents at work are treated as sickness absence and the Council's normal rules will apply to such absences (see Part 3 above).
- 6.2 All accidents and incidents (including near-miss incidents) must be reported to the appropriate line manager/supervisor so that the cause can be ascertained, the control measures re-evaluated and action taken to prevent recurrence.
- 6.3 All accidents and incidents, no matter how minor, **must be recorded in the Accident Book.**
- 6.4 It is your responsibility to provide complete and accurate information to enable management to find out what went wrong, learn lessons and take action to prevent or reduce such accidents/incidents in the future.

7 SMOKING

Purpose

- 7.1 This policy has been developed to protect all employees, service users, customers and visitors from exposure to second-hand smoke and to ensure compliance with laws that ban smoking in public places (including workplaces).

Policy

- 7.2 Smoking is prohibited throughout the entire workplace with no exceptions. This includes Council vehicles. This policy applies to all employees, consultants, customers and visitors.

Implementation

- 7.3 Overall responsibility for policy implementation and review rests with the Town Clerk. All staff are obliged to adhere to and to facilitate the implementation of the policy.
- 7.4 The person named above shall ensure that all existing employees, consultants and contractors are aware of the policy and of their role in the implementation and monitoring of the policy. They will also ensure that all new personnel are given a copy of the policy on recruitment or induction.

Non-compliance

- 7.5 Non compliance with this policy and relevant law will be treated as a disciplinary offence.

8 FIRE

- 8.1 In general, you should seek to ensure good standards of housekeeping at all times. A clean and tidy workplace is less likely to be a source of fire. Any act or omission which you believe may constitute a fire risk should be immediately notified to your line manager or supervisor, who will take the appropriate action.
- 8.2 All potential fire hazards will be identified and the risks assessed and reduced to an acceptable level.
- 8.3 Fire fighting equipment will be provided and emergency lighting and fire alarm points fitted as appropriate, following a fire risk assessment. The fire alarm will be tested at weekly intervals by activating an alarm point in rotation, such as to test every alarm point over a set period of time.
- 8.4 Fire marshalling areas will be identified and located in areas beyond any danger from fire. You will be made aware of where you have to report in case of fire. Fire alarms will be activated periodically, without prior notice to you.
- 8.5 Details of the Council's fire/emergency procedures and exit and assembly points are displayed on notice boards around the Council's premises. You must familiarise yourself with the Council's emergency procedures to minimise the dangers caused by fire.
- 8.6 You must ensure that you are aware of the nearest fire exit, and its alternative, for emergency use.
- 8.7 You must ensure that you are aware of the nearest fire extinguisher to your work location, its type and know how to operate it.
- 8.8 Regular fire drills will be held to ensure the Council's fire procedures are effective and to ensure you are familiar with them. These drills are important and must be taken seriously.
- 8.9 Remember:
 - 8.9.1 On discovering a fire:
 - 8.9.1.1 Operate the nearest fire alarm;
 - 8.9.1.2 Alert other people within your immediate vicinity;
 - 8.9.1.3 Do not attempt to tackle the fire unless you have been trained or you feel competent to do so
 - 8.9.2 On hearing the fire alarm
 - 8.9.2.1 Do not delay - evacuate the premises immediately;
 - 8.9.2.2 Do not stop to collect personal possessions;
 - 8.9.2.3 Remain calm and proceed in an orderly manner;
 - 8.9.2.4 Do not re-enter the premises or site until the Fire Brigade is satisfied that the premises and site are safe to re-enter.
- 8.10 Under no circumstances must you put yourself or others at risk in a fire situation.

9 INTERNET AND EMAIL

Introduction

- 9.1 The Council's computer system contains an e-mail facility, which is intended to promote effective communication on matters relating to the Council's business. The e-mail system should therefore be used for that purpose although a limited amount of personal use may be acceptable, provided the Council deems it to be reasonable and it does not interfere with your duties. You have no right to privacy when using the Council's computer system. The e-mail system should not be used for spreading gossip or for personal gain or in breach of any of the Council's standard employment policies on issues such as sexual or racial harassment.
- 9.2 Messages sent on the e-mail system are to be written in accordance with the standards of any other form of written communication and the content and language used in the message must be consistent with best Council practice. Messages should be concise and directed to those individuals with a need to know. When addressing a large group of recipients, use the BCC facility for their addresses so as to protect the confidentiality of their email addresses.
- 9.3 Confidential information should not be sent externally and in some cases internally by e-mail without express authority and if required, password protected.

Legal Action Against the Council

- 9.4 Messages sent over the e-mail system can give rise to legal action against the Council. Claims for defamation, breach of confidentiality or contract could arise from a misuse of the system. It is therefore vital for e-mail messages to be treated like any other form of correspondence and where necessary hard copies should be retained. You are also reminded that messages are disclosable in any legal action commenced against the Council relevant to the issues set out in the e-mail.

The Council's Rights

- 9.5 The Council reserves the right to retrieve the contents of all incoming and outgoing messages for the purpose of monitoring whether the use of the e-mail system is legitimate, when you are off sick or on holiday, to find lost messages or to retrieve messages lost by computer failure, to assist in the investigations of wrongful acts or to comply with any legal obligation.
- 9.6 The Council reserves the right to monitor e-mail messages sent and/or received and to monitor your use of the Internet.

Security

- 9.7 If you are given access to the e-mail system you are responsible for the security of your terminal and you must not allow the terminal to be used by an unauthorised person.
- 9.8 You should therefore keep your personal password confidential and change it regularly. When leaving your terminal unattended or on leaving the office you should ensure you log off the system to prevent unauthorised users using your terminal in your absence.

General Rules

- 9.9 Should you receive an e-mail message which has been wrongly delivered to your e-mail address you should notify the sender of the message by redirecting the message to that person but NOT in the case of SPAM which should be deleted immediately. Further, in the event the e-mail message contains confidential information, you must not disclose or use that confidential information. Should you receive an e-mail which contravenes this policy the e-mail should be brought to the attention of **your supervisor or manager**.
- 9.10 Misuse of the e-mail system in breach of these rules will be treated as misconduct.

- 9.11 Misuse of the e-mail system by transmission of any material in any of the following categories will constitute gross misconduct:
- 9.11.1 defamatory;
 - 9.11.2 offensive or obscene;
 - 9.11.3 untrue or malicious;
 - 9.11.4 discriminatory on grounds of race, sex, age, marital status, disability, sexual orientation, religion or religious belief and philosophical beliefs;
 - 9.11.5 the Council's Confidential Information (as defined in your contract of employment); and
 - 9.11.6 protected copyright material.

Internet

- 9.12 If you are given access to the Internet you must use it for legitimate Council business only. Searching for or viewing or downloading web pages the content of which is offensive, obscene or discriminatory will constitute gross misconduct.

SOCIAL NETWORKING SITES

Council Equipment

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

Personal Equipment

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

- 9.20.2 gossip or complain about management or management policies
 - 9.20.3 give out any information in relation to your workplace
 - 9.20.4 directly communicate with or harass a colleague in relation to an issue of dispute
- 9.21 Such comments are capable of amounting to gross misconduct and may therefore result in the termination of your employment.

10 JURY DUTY

- 10.1 Leave of absence will normally be granted to you if you are called for jury duty. If you receive a notice of jury duty you must notify **your supervisor or manager** as soon as possible in order that arrangements may be made to cover your position.
- 10.2 Whilst on jury duty you will be expected to work as much of your regularly scheduled work week as the jury duty schedule permits, to the extent that combined time on jury duty and at work does not exceed the number of hours you are normally scheduled to work during a normal working week (unless additional time is absolutely necessary and mutually agreed upon by you and Council).
- 10.3 If you hold a position crucial to the operation of the Council, or in the event that your absence from work over a long period of time could cause hardship to the Council, the Council may require you to request deferral of or excusal from your jury duty.
- 10.4 You are not entitled to be paid for any time spent on jury service, though you may claim an allowance from the court. The Council, in its absolute discretion, may make up the difference between this allowance and your full salary for the period on presentation of evidence of the allowance paid

11 SEVERE WEATHER

- 11.1 The Council will endeavour to open for business every normal working day regardless of weather conditions.
- 11.2 If it is impossible for you to come into work due to severe weather conditions, you must telephone within 30 minutes of your scheduled starting time to inform **your supervisor or manager**.
- 11.3 If you cannot make it to your workplace due to severe weather, you should take the day as an unpaid workday or a holiday. Alternatively if you are able to work from home and are given permission to do so, you will be paid at your normal hourly rate for hours worked from home.
- 11.4 If severe weather conditions cause a substantial delay in your arrival at work, you should notify **your supervisor or manager** as soon as possible. Lost time will be unpaid or made up with the prior authority of **your supervisor or manager**.
- 11.5 If the Council decides that in the interests of health and safety you should be permitted to leave for home before the end of their normal working day / shift due to weather conditions then you will be paid at your basic rate as if you had stayed at work until the end of your normal working day / shift.

12 TELEPHONES (OFFICE AND MOBILE)

- 12.1 Telephone calls of a personal nature should be accepted or made only in cases of emergency.
- 12.2 Your personal mobile telephone must be on 'silent' mode during working hours. You should normally restrict personal mobile telephone calls and text messages to your rest breaks.
- 12.3 You agree to being contacted on an occasional basis outside working hours by the Council and/or clients and customers to assist with operational matters.
- 12.4 If you are provided with a mobile telephone in order to assist with the proper performance of your duties, the mobile telephone remains the property of the Council and the Council may withdraw its use and it must be returned to the Council on the termination of your employment. The mobile telephone is your responsibility and if it is lost you will be responsible for the replacement cost.
- 12.5 You are not permitted to make and receive personal telephone calls / texts on any mobile telephone issued to you by the Council. If the Council considers that there has been improper use of the mobile telephone, you may be required to meet the cost of any calls that are not business related and such costs may be deducted from your remuneration.

Use of Mobile Phones in Vehicles

- 12.6 It is unlawful to use a hand held mobile telephone when driving. Time spent waiting at traffic lights or in a traffic jam is still considered to be driving.
- 12.7 ALL employees who drive vehicles whilst carrying out their work will be required to comply with this law. If you do not comply, you will be subjected to disciplinary proceedings. Repeated or flagrant breach of this policy will result in dismissal.
- 12.8 You must not use your Council mobile phone whilst driving even with a hands free kit. If you receive or make a mobile telephone call whilst driving you should stop the car in a safe place, turn off the engine and then make or receive the call once satisfied that it is safe to do so.

13 DRESS CODE

- 13.1 Proper attire is necessary to maintain an image which reflects the Council's professionalism and high standards. It is important that dress is appropriate for the Council's environment.
- 13.2 If you are provided with a uniform you must wear this at all times whilst at work and ensure that it is laundered on a regular basis.
- 13.3 Trainers, jeans and other casual clothing, as well as walking barefoot in office hours are not considered to be appropriate attire. If further guidance regarding attire is required, this should be discussed with **your supervisor or manager**.
- 13.4 If you arrive at work inappropriately dressed we reserve the right to require you to go home and get changed and not to pay you in respect of any time lost.

14 SEARCH

- 14.1 The Council reserves the right to search you and any of your property held on the Council's premises at any time if there are reasonable grounds to believe that you are guilty of theft or in possession of illegal drugs or prohibited property or substances or in breach of the Council's rules and regulations.
- 14.2 Personal searches will be carried out by security and/or management as appropriate. Personal searches will be conducted in the presence of at least one agreed witness. Unreasonable failure to consent to a personal search or a search of your property will be regarded as a disciplinary offence
- 14.3 The Council reserves the right to invite the police to obtain a warrant to search the Council's premises and/or people suspected of possession of stolen or other illegal goods or substances or who are suspected of committing or having committed any other criminal act.

15 INDEMNITY OF EMPLOYEES

- 15.1 The Council maintains comprehensive insurance cover for all its employees in respect of accident or assault while on official business. Details of the cover maintained is available on request from the Council Office.

16 APPRAISAL

- 16.1 You will receive an annual Appraisal/Development Review. Should there be any concern about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

SECTION 2 – POLICIES

1 DISCIPLINARY POLICY

INTRODUCTION

- 1.1 This disciplinary procedure is designed to help and encourage employees to achieve and maintain acceptable standards of conduct and job performance at all times, including the need to: -
- Fulfil the duties specified in their contract of employment.
 - Be honest and act beyond suspicion of dishonesty.
 - Maintain high standards of integrity and conduct to protect the Council's image and reputation with the public.
- 1.2. This policy indicates the disciplinary procedure that will normally be followed in the event of misconduct. The following list provides examples of behaviour that will normally be regarded as misconduct leading to disciplinary proceedings. The list is not exhaustive. These are examples only:
- (i) Unsatisfactory time keeping.
 - (ii) Absenteeism, including any absence from work during a working day without prior authorisation or instruction.
 - (iii) Failure to comply with rules and regulations applicable to job requirements.
 - (iv) Failure by an employee to perform the duties and responsibilities of his or her post to the standard expected by the Council.
 - (v) Insubordination.
 - (vi) Any other conduct that from time to time is defined by the Council as amounting to misconduct.
- 1.3 For first instances of minor misconduct the Town Clerk may speak to the employee informally before implementing a formal disciplinary procedure. However there is no obligation for the Town Clerk to do this.

SCOPE

- 1.4 This procedure applies to all employees of Helston Town Council.

VERBAL WARNINGS

- 1.5 Verbal Warnings are issued for most first instances of general misconduct, depending on the seriousness of the offence. If the employee is given a Verbal Warning he or she will be advised of the likely consequences of any further disciplinary offences or a failure to improve his or her conduct to the satisfaction of the Council. A note confirming the Verbal Warning will be placed on the employee's personnel file and a copy will be provided to the employee. A Verbal Warning will normally remain in force for six months.
- 1.6 The Verbal Warning stage of the procedure may be omitted if the offence is of a sufficiently serious nature.

FIRST WRITTEN WARNING

- 1.7 In the case of a serious offence or repetition of an earlier minor offence the employee will normally be given a First Written Warning. A First Written Warning will be issued by the Town Clerk and will set out:
- (i) the nature of the offence and the improvement required (if appropriate) and over what period;
 - (ii) the likely consequences of any further offence or failure by the employee to improve his / her conduct to an acceptable standard;
 - (iii) that further offences will result in more serious disciplinary action; and
 - (iv) the employee's right of appeal.
- 1.8 A first Written Warning will normally remain in force for six months.
- 1.9 The First Written Warning stage of the procedure may be omitted if the offence is of a sufficiently serious nature.

FINAL WRITTEN WARNING

- 1.10 If further misconduct occurs within the time period specified in a First Written Warning, or if the misconduct is sufficiently serious, the employee will be given a Final Written Warning. A Final Written Warning will be issued by the Town Clerk and will set out:
- (i) the nature of the offence and the improvement required (if appropriate) and over what period;
 - (ii) the likely consequences of any further offence or a failure by the employee to improve his/her conduct to an acceptable standard;
 - (iii) that further offences will result in more serious disciplinary action up to and including dismissal; and
 - (iv) the employees right of appeal.
- 1.11 Final Written Warnings may also be issued in circumstances where the misconduct does not amount to gross misconduct, but is sufficiently serious enough to warrant only one written warning.
- 1.12 A Final Written Warning will normally remain in force for twelve months.

STANDARD COUNCIL DISCIPLINARY PROCEDURE

- 1.13 In the case of further misconduct within the time period specified in any Final Written Warning or if the misconduct is sufficiently serious and the council deems it to be appropriate to contemplate the dismissal, demotion or suspension (without pay) of the employee the following formal disciplinary procedure will be followed.
- 1.14 The Council's Staffing Sub-Committee will investigate the alleged misconduct and will establish the facts surrounding the complaint as necessary, taking into account the statements of any available witnesses.
- 1.15 The Staffing Sub-Committee will set out in writing the alleged conduct or other circumstances which lead the Council to contemplate dismissing the employee or taking disciplinary action against the employee and the basis for the allegation and will send the employee a copy of the statement inviting the employee to attend a disciplinary meeting to discuss the matter. The employee will be provided with a reasonable opportunity to consider his or her response to the information provided in the Statement before attending the meeting. The employee must take all reasonable steps to attend the meeting.

- 1.16 Disciplinary meetings will normally be convened within five working days of the Council sending the employee the written statement. The employee may be accompanied to any disciplinary meeting by a fellow employee or by a representative of a trade union. The Council will be represented by the Town Clerk.
- 1.17 If the time or date proposed for the meeting is inconvenient (either for the employee or for the employees companion should he or she wish to be accompanied to the meeting) the employee may ask to postpone the meeting by up to 5 working days.
- 1.18 The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated.
- 1.19 After the meeting the Council will inform the employee of its decision and any applicable sanction within five working days. (The meeting may be reconvened for this purpose). The decision will be confirmed to the employee in writing.
- 1.20 If the employee wishes to appeal against the decision he or she must notify the Council in writing within five days of receiving written notice of the decision.
- 1.21 If the employee notifies the Council that he or she wishes to appeal, the employee will be invited to attend a disciplinary appeal panel consisting of three Members who did not sit on the Staffing Sub-Committee. The employee must take all reasonable steps to attend that disciplinary appeal meeting. The employee has the right to be accompanied to a disciplinary appeal meeting by a fellow employee or by a representative of a trade union.
- 1.22 A disciplinary appeal meeting will normally be convened within seven working days of the Council receiving notification that the employee wishes to appeal. If the meeting date is inconvenient for the employee or the employee's companion he or she may ask to postpone the meeting by up to five working days.
 - i. Any new evidence that the employee wishes to put forward will be considered, as will any new evidence from the Council. The original disciplinary penalty will be reviewed.
 - ii. The disciplinary appeal sanction originally imposed cannot be increased upon appeal.
 - iii. The disciplinary appeal meeting will not necessarily take place before any disciplinary sanction imposed by the Council takes effect. If the employee's appeal is against dismissal and the appeal is successful the employee will be reinstated and continuity of employment will be preserved.
 - iv. The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the Appeal Panel time to consider its decision.
- 1.23 After the disciplinary appeal meeting the Council will inform the employee of its final decision within five working days. (The meeting may be reconvened for this purpose). The decision will be confirmed to the employee in writing.

COUNCIL DISMISSAL PROCEDURE FOR USE IN GROSS MISCONDUCT

- 1.24 The following list provides examples of conduct that will normally be regarded by the Council as Gross Misconduct. This list is not exhaustive. These are examples only:
 - i. Refusal or repeated failure by an employee to carry out his or her duties.
 - ii. Falsification of documents or information (including expense claims).
 - iii. Unauthorised disclosure of confidential information.
 - iv. Assaulting a fellow employee or any other person whilst acting or purporting to act on behalf of the Council.
 - v. Insulting, indecent or offensive behaviour towards a fellow employee or any other person whilst acting or purporting to act on behalf of the Council.

- vi. Serious or repeated harassment (including sexual and racial harassment).
 - vii. Incapacity at work due to the influence of alcohol, unprescribed drugs or any other substance.
 - viii. Wilful damage to Council property.
 - ix. Theft, unauthorised use or possession of council property or theft of the property of a fellow employee.
 - x. Conduct bringing the Council into disrepute.
 - xi. Any other conduct that from time to time is defined by the Council as amounting to gross misconduct.
- 1.25 If an employee is accused of any Gross Misconduct he or she may be suspended from work on full pay pending the outcome of an investigation into the alleged offence(s). Such a period of suspension will not normally exceed 10 working days unless there are exceptional circumstances.
- 1.26 The Council will investigate the matter and will establish the facts surrounding the complaint as necessary, taking into account the statements of any available witnesses. As part of that investigation the employee will be interviewed.
- 1.27 If the Council believes the employee is guilty of gross misconduct his or her employment will be terminated summarily without notice or pay in lieu of notice.
- 1.28 The Council will send the employee a statement, setting out the allegations of misconduct that led to the employee's dismissal and the Council's basis for thinking that the employee is guilty of that misconduct. The date on which the employment terminated will be confirmed to the employee and the employee may be reminded of any continuing obligations he or she may have following the termination of employment. This statement will also explain the employee's right to appeal against the Council's decision.
- 1.29 If the employee wishes to appeal against the Council's decision he or she must notify the Council in writing within five working days of receiving notice of the Council's decision.
- 1.30 If the employee appeals the Council will invite the employee to attend a disciplinary appeal meeting before an Appeal Panel. The employee must take all reasonable steps to attend the meeting. The employee has the right to be accompanied to a disciplinary appeal meeting by a fellow employee or by a representative of a trade union.
- 1.31 Any disciplinary appeal meeting will normally be convened within seven working days of the Council receiving notice from the employee that he or she wishes to appeal. If the date of the meeting is inconvenient for the employee or his or her companion the employee may ask to postpone the meeting by up to five working days.
- i. Any new evidence that the employee wishes to put forward will be considered as will any new evidence from the council. The original disciplinary penalty will be reviewed.
 - ii. The disciplinary sanction originally imposed cannot be increased upon appeal.
 - iii. The disciplinary appeal meeting will not necessarily take place before any disciplinary sanction imposed by the Council takes effect. If the employee's appeal is against dismissal and the appeal is successful he or she will be reinstated and continuity of employment will be preserved.
 - iv. The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the Appeal Panel time to consider its decision.
- 1.32 After the disciplinary appeal meeting the employee will be informed of the Council's final decision within five working days (the meeting may be reconvened for this purpose). The Council's decision will be confirmed to the employee in writing.

GENERAL PROCEDURAL INFORMATION

- 1.33 Verbal Warnings and Written Warnings will normally be issued by the Town Clerk. Disciplinary proceedings raised under the Standard Council Disciplinary Procedure will also normally be investigated and any meetings to discuss the disciplinary proceedings conducted by the Town Clerk.
- 1.34 Where disciplinary proceedings are instigated against the Town Clerk as all employee relations matters are dealt with by the Council's Policy, Finance & Resources Committee, Verbal Warnings and Written Warnings will be given by the Chairman of that Committee. Any investigations and any meetings will be carried out by the Council's Policy, Finance & Resources Committee's Staffing Sub-Committee. Any disciplinary appeal meeting will be conducted by 3 Members of the Council who did not sit on that Sub-Committee.

MONITORING AND REVIEW

- 1.35 This policy shall be reviewed on an annual basis, or at such time as deemed appropriate.

2 POOR PERFORMANCE POLICY AND PROCEDURE

- 2.1 This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors. It does not apply to cases involving genuine sickness absence or misconduct. In those cases reference should be made to the appropriate procedure in the Handbook.
- 2.2 The aim of the Performance Procedure will be to attempt to reconcile any sub-standard work issues between you and your respective manager, give an opportunity for improvement and to achieve the required standards; and identify any underlying causes of the poor performance.
- 2.3 Employees will not normally be dismissed for performance reasons without a previous warning. However, in cases of serious negligence, serious dereliction of duties, or instances of negligence which cause or might have caused the Council serious loss or damage (including one off incidents) or in any case involving an employee who has not yet completed their probationary period, or who has completed a probationary period but whose performance is still being closely monitored, the Council reserves the right to dismiss without prior warning and/or without notice.
- 2.4 In the first instance, performance issues will normally be dealt with informally between you and your manager as part of day-to-day management. Where appropriate, a note of any such informal discussions will be placed on your personnel file and may be taken into consideration for the purposes of any subsequent formal proceedings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:
- 2.4.1 clarify the required standards;
 - 2.4.2 identify areas of concern;
 - 2.4.3 establish the likely causes of poor performance and identify any training needs; and/or
 - 2.4.4 set targets for improvement and a time-scale for review.
- 2.5 If the Council considers that there are grounds for taking formal action over alleged poor performance, you will be required to attend an initial performance review hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:
- 2.5.1 a summary of relevant information gathered as part of any investigation;
 - 2.5.2 a copy of any relevant documents which will be used at the performance review hearing; and
 - 2.5.3 a copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible whilst maintaining confidentiality.
- 2.6 The aims of a capability hearing will usually include:
- 2.6.1 setting out the required standards that we believe you may have failed to meet, and going through any relevant evidence that we have gathered;
 - 2.6.2 allowing you to ask questions, present evidence, respond to evidence and make representations;
 - 2.6.3 establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement;

- 2.6.4 identifying whether there are further measures, such as additional training or supervision, which may improve performance;
 - 2.6.5 where appropriate, discussing targets for improvement and a time-scale for review; and
 - 2.6.6 if dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment. You will have the right to be accompanied by a work colleague or trade union representative at any meeting where you may receive a warning that your performance must improve.
- 2.7 Following an initial capability hearing, if we decide that your performance is unsatisfactory, we will give you an improvement note, setting out:
- 2.7.1 the areas in which you have not met the required performance standards;
 - 2.7.2 targets for improvement;
 - 2.7.3 any measures, such as additional training or supervision, which will be taken with a view to improving performance;
 - 2.7.4 a period for review; and
 - 2.7.5 the consequences of failing to improve within the review period, or of further unsatisfactory performance, which may indicate that unless there is a satisfactory improvement dismissal will follow.
- 2.8 Where the performance was so poor or so negligent or could have / did cause the Council serious loss / damage then the Council may issue you with a Final Written Warning, setting out that any further failures or instances of poor performance could result in your dismissal. In certain instances where the negligence / poor performance was so serious dismissal on the grounds of gross misconduct might be the only option to the Council.
- 2.9 Your performance will be monitored during any review period and we will write to inform you of the outcome:
- 2.9.1 if your manager is satisfied with your performance, no further action will be taken;
 - 2.9.2 if your manager is not satisfied or you have not met the required levels of improvement the matter may be progressed to another capability hearing; or the period of review may be extended.
- 2.10 If your performance does not improve within the review period set out in the improvement note, or if there is further evidence of poor performance whilst your improvement note is still active, we may decide to hold another capability hearing. You will have the right to be accompanied by a work colleague or Trade Union Representative at any such hearing.
- 2.11 Following this second performance review hearing, if we decide that your performance is unsatisfactory, we may either:
- 2.11.1 decide to dismiss if the poor performance/negligence is so serious or
 - 2.11.2 if you were already on an improvement note you will be issued with a Final Written Warning
- 2.12 Any Final Written Warning issued will set out:
- 2.12.1 the areas in which you have not met the required performance standards;
 - 2.12.2 targets for improvement;

- 2.12.3 any measures, such as additional training or supervision, which will be taken with a view to improving performance;
 - 2.12.4 a period for review;
 - 2.12.5 the consequences of failing to improve within the review period, or of further unsatisfactory performance.
- 2.13 Your performance will be monitored during the review period and we will write to inform you of the outcome:
- 2.13.1 if your manager is satisfied with your performance, no further action will be taken;
 - 2.13.2 if your manager is not satisfied, the matter may be progressed to a final capability hearing; or the review period may be extended.
- 2.14 We may decide to hold a final performance review hearing if we have reason to believe:
- 2.14.1 your performance has not improved sufficiently/satisfactorily within any review period as set out in any improvement notice or within the final written warning; or
 - 2.14.2 your performance is unsatisfactory while a final written warning is still active; or
 - 2.14.3 your performance has been so seriously negligent such as to potentially warrant dismissal without the need for a final written warning or any previous warning.
- 2.15 You will have the right to be accompanied by a work colleague or Trade Union Representative at any such final hearing.
- 2.16 Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:
- 2.16.1 dismissing you; or
 - 2.16.2 as an alternative to dismissal redeploying you into another suitable job at the same or a lower grade; or
 - 2.16.3 extending an active final written warning and setting a further review period (in exceptional cases where we believe the requisite improvement is likely within a short period of time); or
 - 2.16.4 giving a final written warning (where no final written warning is currently active).
- 2.17 You will have a right of appeal against the imposition of any improvement note/warning/final written warning/dismissal under this procedure and all such appeals should be directed to the Town Clerk. You will have the right to be accompanied at any such appeal hearing by a work colleague or Trade Union Representative. In relation to any appeal under this procedure you should set out in writing the grounds of your appeal prior to the appeal hearing.

3 SICKNESS ABSENCE POLICY AND PROCEDURE

- 3.1 The Council is sympathetic to health issues of its employees but this always has to be balanced against the business needs and any disruption that this is causing the Council. The Council requires you to fully assist it and co-operate with it by attending any meetings to discuss your ill-health and providing the Council with as much information as possible to enable the Council to cope with your absence and make any necessary arrangements required to assist you back to work. The Council expects you to keep in regular contact during any absence period and to discuss with your GP any alternative duties/job roles you feel you could safely undertake despite your ill-health or any changes to your current job or work environment that you feel could be made to allow you to return to work.

III Health Capability Procedure

- 3.2 During any excessive period of absence, whether it be long-term absence or frequent intermittent absences, the Council will usually ask you to attend an ill health capability meeting. The purposes of this meeting will usually include:
- 3.2.1 Discussing the reasons for your absence(s) and any impact your absences are having on the business;
 - 3.2.2 Where you are on long-term sickness absence, discussing how long the absence is likely to last.
 - 3.2.3 Where you have been absent on a number of occasions, discussing the likelihood of further absences.
 - 3.2.4 If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.
 - 3.2.5 Considering your ability to return to/remain in your job in view both of your capability and the Council's business needs and any adjustments that can reasonably be made to your job and/ or workplace to enable you to do so.
 - 3.2.6 Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
 - 3.2.7 Considering where you are able to return from long-term sick leave, whether to your job or a redeployed job, lighter duties and/or agreeing a return to work programme.
 - 3.2.8 If it is considered that you are unlikely to be able to return to work from long-term absence whether there are any benefits for which you should be considered.
 - 3.2.9 Agreeing a way forward, action that will be taken and a time-scale for review and/or any further meeting(s). You should at all stages seek to inform us as to any duties/roles that you feel that you might be able to safely undertake despite your ill health.
- 3.3 Depending on the matters discussed, a further meeting or meetings may or may not be necessary.
- 3.4 The purposes of any further meeting(s) may include the topics listed above at 3.3. This may, depending on steps already taken by the Council, include warning you that you are at risk of dismissal.
- 3.5 Where you have already been warned that you are at risk of dismissal, the Council may invite you to a meeting. Arrangements for this meeting will follow the procedure set out above and you will be entitled to be accompanied by a colleague or trade union representative.

- 3.6 The purposes of the meeting will be:
- 3.6.1 To review any meetings that have taken place and matters already discussed with you.
 - 3.6.2 Where you remain on long-term sickness absence to consider whether there have been any significant changes since the last meeting either as regards 'your possible return to work or opportunities for return or redeployment.
 - 3.6.3 To consider any further matters that you wish to raise.
 - 3.6.4 To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time period.
 - 3.6.5 To consider medical evidence that has been obtained, considering the advice that has been given and whether further advice is required.
 - 3.6.6 To consider possible redeployment opportunities and whether any adjustments can reasonably be made to assist you to redeploy.
 - 3.6.7 To consider whether your employment shall be terminated on the grounds of ill-health capability.
- 3.7 Termination will normally be with full notice or payment in lieu of notice.
- 3.8 An employee will have a right of appeal against any dismissal under these procedures and any appeal should be in writing, setting out the grounds of any such appeal and why the decision is deemed unfair and sent to the Town Clerk, within 5 days of notification of the dismissal decision.

4 GRIEVANCE POLICY

INTRODUCTION

- 4.1. This procedure applies to all employees of Helston Town Council.
- 4.2. The objectives of the procedure are: -
- (i) To foster good relationships between the Council and its employees by discouraging the harbouring of grievances;
 - (ii) To settle grievances as near as possible to their point of origin;
 - (iii) To ensure the Council treats grievances seriously and resolves them as quickly as possible; and
 - (iv) To ensure that employees are treated fairly and consistently.
- 4.3. Matters excluded from this procedure are as follows: -
- (i) Appeals against salary or gradings;
 - (ii) Appeals against disciplinary actions;
 - (iii) Income tax, national insurance matters and rates of pay collectively agreed at the national or local level;
 - (iv) Rules of Pension Schemes; and
 - (v) Matters over which the Council has no control.

INFORMAL GRIEVANCE PROCEDURE

- 4.4 In the interests of maintaining good working relations the employee is encouraged to first discuss any grievance with the Town Clerk with a view to resolving the matter informally if appropriate. If the employee feels that this is not appropriate or he or she wishes to pursue a formal grievance they should follow the procedure detailed below.

FORMAL GRIEVANCE PROCEDURE

STANDARD COUNCIL GRIEVANCE PROCEDURE

- 4.5. The employee must set out his/her grievance in writing ("Statement of Grievance") and provide a copy to the Town Clerk.
- 4.6. Once the Council has had a reasonable opportunity to consider its response to the information provided in the Statement of Grievance the employee will be invited to attend a grievance meeting to discuss the matter.
- (i) The employee must take all reasonable steps to attend the meeting.
 - (ii) Grievance meetings will normally be convened with 14 days of the Council receiving the Statement of Grievance.
 - (iii) The employee has the right to be accompanied to a grievance meeting by a fellow employee or by a Trade Union representative.
 - (iv) If the meeting is inconvenient for either the employee or his or her companion, the employee has the right to postpone the meeting by up to 5 working days.
- 4.7. A grievance meeting may be adjourned to allow matters raised during the course of the meeting to be investigated.
- 4.8. After the meeting the employee will be informed of the Council's decision within five working days.

(The meeting may be reconvened for this purpose). The Council's decision will be confirmed to the employee in writing.

- 4.9. If the employee wishes to appeal against the Council's decision he or she must inform the Council within five working days of receiving the decision.
- 4.10. If the employee notifies the Council that they wish to appeal, the employee will be invited to attend a grievance appeal meeting. The employee must take all reasonable steps to attend that meeting. The employee has the right to be accompanied to a grievance appeal meeting by a fellow employee or by a Trade Union representative.
- 4.11. A grievance appeal meeting will normally be convened within seven working days of the Council receiving notice that the employee wishes to appeal. If the meeting time is inconvenient for the employee or his or her companion, the employee may ask to postpone the meeting by up to five working days.
- 4.12. After the grievance appeal meeting the employee will be informed of the Council's final decision within five working days. (The meeting may be reconvened for this purpose). The Council's decision will be confirmed to the employee in writing. There is no further right of appeal.

MODIFIED COUNCIL GRIEVANCE PROCEDURE (FOR FORMER EMPLOYEES)

- 4.13. If an ex-employee wishes to raise a grievance, he or she must set out their grievance and the basis for that grievance in writing and provide a copy to the Mayor.
- 4.14. Following receipt of a Statement of Grievance, the Council will either write to the ex-employee inviting him or her to attend a meeting to discuss the grievance, or to ask for the ex-employee's agreement to the Council responding to the grievance in writing.
- 4.15. If the ex-employee does not agree to the matter being dealt with by correspondence within seven working days of the Council writing to them, the Standard Council Grievance Procedure will be followed. The meeting will be conducted by the Staffing Sub-Committee.
- 4.16. If the ex-employee does agree to the matter being dealt with by correspondence, the Council's Staffing Sub-Committee will consider his or her grievance and will respond to the ex-employee in writing within 14 days of the receipt of such confirmation setting out the basis for the Council's decision.

GENERAL PROCEDURAL INFORMATION

- 4.17. Grievances raised under the Standard Council Grievance Procedure will normally be investigated by the Town Clerk and presented to a meeting of the Staffing Sub-Committee.
- 4.18. If an employee's grievance is about the Town Clerk they should raise the matter with the Mayor. All investigations and any grievance meeting will be conducted by the Staffing Sub-Committee of the Policy, Finance & Resources Committee and any grievance appeal meeting will be conducted by three Members of the Council who did not sit on that Staffing Sub-Committee.
- 4.19. Where a grievance is raised by the Town Clerk, all investigations and any grievance meeting will be conducted by the Staffing Sub-Committee. Any grievance appeal meeting will be conducted by three Members of the Council who did not sit on that Staffing Sub-Committee.
- 4.20. A copy of the Statement of Grievance, a note of the decision taken at the first stage of the procedure, any notice of appeal and appeal decision will be placed on the employee's/ex-employees personnel file, together with any notes or evidence taken or compiled during the course of the procedure.
- 4.21. Members of the Policy, Finance & Resources Committee must undertake appropriate training in staffing matters.

4.22. Advice on personnel matters may be obtained by the Town Clerk or other nominated officer from the following:

- Ellis Whittam Ltd
- Cornwall Association of Local Councils
- National Association of Local Councils
- Society of Local Council Clerks

MONITORING AND REVIEW

4.23. This policy shall be reviewed on an annual basis, or at such time as deemed appropriate.

5 EQUAL OPPORTUNITIES POLICY

- 5.1 The Council is an equal opportunity employer. We are committed to ensuring within the framework of the law that our workplaces are free from unlawful or unfair discrimination because of Protected Characteristics as defined by the Equality Act 2010. We have adopted this policy as a means of helping to achieve these aims.
- 5.2 The Protected Characteristics are –
- 5.2.1 Age
 - 5.2.2 Disability
 - 5.2.3 Gender Reassignment
 - 5.2.4 Race
 - 5.2.5 Religion or Belief
 - 5.2.6 Sex
 - 5.2.7 Sexual Orientation
 - 5.2.8 Marriage and Civil Partnership
 - 5.2.9 Pregnancy and Maternity
- 5.3 We aim to ensure that our employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

What is unlawful discrimination?

- 5.4 **Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.
- 5.5 **Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- 5.6 **Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- 5.7 **Indirect discrimination** – occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- 5.8 **Harassment** – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- 5.9 **Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.

Commitment

- 5.10 We are committed to ensuring that all of our employees and applicants for employment are protected from unlawful discrimination in employment.
- 5.11 Recruitment and employment decisions will be made on the basis of fair and objective criteria.

- 5.12 Person and job specifications will be limited to those requirements which are necessary for the effective performance of the job.
- 5.13 Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.
- 5.14 All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.
- 5.15 Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Council's grievance procedure.

6 HARASSMENT POLICY

- 6.1 Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.
- 6.2 Harassment is either:
- 6.2.1 Unwanted conduct which affects the dignity of men or women at work; or
 - 6.2.2 Bullying of a colleague by intimidatory behaviour; or
 - 6.2.3 Unfavourable conduct at work, whether verbal or non-verbal, towards someone which could affect his/her dignity at work.
- 6.3 A single incident can amount to harassment if sufficiently grave.
- 6.4 Examples of harassment include:
- 6.4.1 Jokes and pranks of a racial nature.
 - 6.4.2 Lewd comments about appearance.
 - 6.4.3 Unnecessary physical contact.
 - 6.4.4 Displays of sexually offensive material, e.g. pin-ups.
 - 6.4.5 Requests for sexual favours.
 - 6.4.6 Speculation about a person's private life and or sexual activities.
 - 6.4.7 Threatened or actual violence.
 - 6.4.8 Unreasonable and unjustifiable threat of dismissal, loss of promotion, etc.
 - 6.4.9 Jokes about a person being either too old or too young to do a job properly.
- 6.5 Bullying is defined as any form of physical or verbal attack and / or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.
- 6.6 You may complain of behaviour that you find offensive even if it is not directed at you personally and you do not personally possess the relevant Protected Characteristic.
- 6.7 You are also protected from harassment related to Discrimination by Perception and Associative Discrimination as defined in paragraphs 6.5 and 6.6 of the Equal Opportunities Policy above.
- 6.8 Where harassment arises from people not directly employed by the Council e.g. customers or clients, such complaints will be taken seriously and will be pursued with the third party concerned, exercising whatever sanctions are available.
- 6.9 Anyone who believes that he or she may have been the victim of harassment should raise the matter through the Council's grievance procedure.

7 EQUAL PAY POLICY

- 7.1 The Council is committed to the principle of equal pay for men and women. In this context “pay” includes not only remuneration but also other benefits of employment such as bonuses and access to facilities provided within the employment package from time to time.
- 7.2 Women and men employed by us are entitled to equal pay if they are undertaking work which is substantially similar or is of equal value to the organisation unless there are specific and clear reasons unconnected with their sex which explain and justify any differential in pay. In some cases individuals carrying out similar work may receive different salaries because of seniority, incremental points, qualifications and other such factors.
- 7.3 You should raise any query or grievance concerning your pay and its evaluation in accordance with the Council's grievance procedure.

8 DIGNITY AT WORK POLICY

- 8.1 The Council aims to ensure that all its employees have dignity at work. That means that there are some types of behaviour that are unacceptable which will include the following:
- 8.1.1 being offensive, abusive, malicious, insulting or intimidating to a fellow employee; or
 - 8.1.2 engaging in unjustifiable criticism towards a fellow employee; or
 - 8.1.3 imposing a punishment upon a fellow employee without reasonable justification; or
 - 8.1.4 changing an employee's duties or responsibilities to his or her detriment without reasonable justification.
- 8.2 This policy applies to all employees, regardless of their rank or seniority. Breach of this policy will be treated as misconduct.
- 8.3 If you feel that your dignity at work has been compromised you should raise the matter through the Council's grievance procedure.

9 RELATIONSHIPS AT WORK

- 9.1 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.
- 9.1 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.
- 9.2 In the context of this policy, a personal relationship is defined as:-
- 9.2.1 a family relationship; or
 - 9.2.2 a sexual/romantic relationship.
- 9.3 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.
- 9.4 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 Town Clerk, particularly where the relationship is between a manager and his/her subordinate.
- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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 Council's Harassment Policy or grievance procedure.
- 9.10 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.

- 9.11 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 the Town Clerk.
- 9.12 You should be aware that a breach of this policy could lead to disciplinary action being taken.

10 MATERNITY POLICY

Ante-natal Care

- 10.1 You have the right not to be unreasonably refused paid time off during working hours to receive ante-natal care.
- 10.2 The appointment must be made on the advice of a registered doctor, midwife or health visitor. After the first appointment, you must be prepared to produce a certificate confirming your pregnancy and your appointment card. Time off for ante-natal classes will be paid at the appropriate hourly rate, the calculation of which depends on whether or not you have regular hours.

Qualification and Notification for Maternity Leave

- 10.3 You are entitled to maternity leave provided you notify the Council by the end of the 15th week before the expected week of childbirth (EWC) of:
- 10.3.1 the fact that you are pregnant; and
 - 10.3.2 your EWC; and
 - 10.3.3 the date on which you intend your maternity leave to start. This date cannot be earlier than the beginning of the 11th week before your EWC.
 - 10.3.4 You must also provide the Council with the original Maternity Certificate (MAT B1) issued by your doctor.
- 10.4 If you cannot provide this information on or before the 15th week before your EWC you should do so as soon as is reasonably practicable.
- 10.5 You can choose to work right up to childbirth unless there are health and safety reasons which prohibit this.
- 10.6 Your maternity leave will begin on the date chosen by you except:
- 10.6.1 where you are absent from work for a pregnancy-related reason in the four weeks before your EWC, when your leave begins on the first day of absence.
 - 10.6.2 where your baby is born earlier than your chosen start date, when your maternity leave begins on the day following the birth.
- 10.7 If you change your mind about your intended start date of leave, you must give the Council at least 28 days' notice before either the original or new start date of leave, whichever is the earlier.
- 10.8 If you give less than 28 days' notice of the date on which you intend to start maternity leave, you must also give an explanation for the delay. Depending on circumstances, the Council may refuse to allow you to start your maternity leave until the 29th day after receiving your notification.
- 10.9 You should inform **your supervisor or manager** as soon as reasonably practical of your baby's actual date of birth.

Duration

- 10.10 You are entitled to a maximum of 52 weeks maternity leave.

Expected Date of Return

- 10.11 Within 28 days of receiving your notice of intended start of maternity leave, the Council will send you a letter stating the expected date of your return from maternity leave. The Council will assume unless otherwise advised by you that you wish to take your full maternity leave entitlement.

Maternity Pay

- 10.12 Most employees are entitled to maternity benefit for the first 39 weeks of Maternity Leave. Maternity benefit is either Statutory Maternity Pay paid by the Council or Maternity Allowance paid by the Department of Work and Pensions.

Statutory Maternity Pay

- 10.13 You will qualify for Statutory Maternity Pay (SMP) if:
- 10.13.1 you have been employed by the Council for 26 weeks prior to the 15th week before your EWC; and
 - 10.13.2 you pay sufficient National Insurance Contributions; and
 - 10.13.3 you notify the Council at least 28 days before the date you want payments of SMP to commence, or if not reasonably practicable, as soon as is reasonably practicable. If giving late notice, you should give the Council an explanation of the delay.
- 10.14 SMP will not be paid before the 11th week before your EWC.
- 10.15 There are two rates of SMP, an earnings-related rate and a prescribed rate. The earnings-related rate is paid during the first 6 weeks of maternity leave and the prescribed rate is paid during the following 33 weeks of maternity leave, giving a total of 39 weeks maximum entitlement of SMP.
- 10.16 The earnings-related rate of SMP is 90% of your average weekly earnings. Your average weekly earnings are calculated on the basis of average earnings during the 8 weeks immediately preceding the 14th week before the EWC.
- 10.17 There is no entitlement to any pay over and above your statutory entitlements.

Maternity Allowance

- 10.18 If you do not qualify for SMP, the Council will give you a form SMP1 to explain why you do not qualify. Employees who do not qualify for SMP will normally qualify for Maternity Allowance.
- 10.19 Maternity Allowance is paid at either 90% of average weekly earnings or the prescribed rate whichever is less.
- 10.20 It is your responsibility to claim Maternity Allowance from Jobcentre Plus.

Maternity Pay

- 10.21 Payments for employees who have less than 1 year's continuous local government service at the beginning of the 11th week before the EWC shall be the employee's entitlement to Statutory Maternity Pay (SMP).
- 10.22 Payments for employees who have completed not less than one year's continuous local government service at the 11th week before the EWC shall be as follows:

- 10.23 For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SMP or Maternity Allowance (MA) for employees not eligible for SMP.
- 10.24 If having declared her intention to return to work then for the subsequent 12 weeks she shall be paid half a week's pay without deduction except by the extent to which the combined pay and SMP (or MA and any dependants' allowances if the employee is not eligible for SMP) exceeds full pay.
- 10.25 For employees not intending to return to work payments during the subsequent 12 weeks shall be the employee's entitlement to SMP.
- 10.26 Payments made by the Council during maternity leave under 9.17 above shall be made on the understanding that the employee will return to local authority employment for a period of at least three months, which may be varied by the local authority on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the authority may decide. Payments made to the employee by way of SMP are not refundable.

A Week's Pay

- 10.27 The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the authority to the employee under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.

Working during the Maternity Payment Period

- 10.28 You can work for up to ten days during your Maternity Pay Period (MPP) for the Council without losing your entitlement to SMP. These are called Keeping in Touch (KIT) days. Once you have worked for ten days, you will lose SMP for each week in your MPP in which you do any further work. If you wish to consider working on KIT days, please contact the Town Clerk who will discuss arrangements with you and agree terms and remuneration.

- 10.29 If you:

10.29.1 are taken into legal custody, or

10.29.2 work for another Council

during the MPP, you must notify the Council (and the DWP if you are claiming Maternity Allowance) as soon as possible, as your entitlement to SMP or Maternity Allowance may be affected.

Returning To Work

- 10.30 As set out above, you will have received a letter from the Council stating the expected date of return to work. The expected date of return will be the first working day after the end of the full period of maternity leave to which you are entitled.

Returning to Work Earlier than the Expected Date of Return

- 10.31 If you wish to return before the expected date of return, you must give notice to the Council at least 8 weeks before your new intended return date, or if that is not reasonably practicable, as soon as reasonably practicable. If the notice is given late, it must be accompanied by an explanation for the delay.

- 10.32 The Council will write to you within 28 days of receipt of your notice to confirm the new intended start date.
- 10.33 If less than 8 weeks' notice is given by you, the Council may be entitled to refuse to allow you to return to work until the 8 week period has elapsed.
- 10.34 In any event you are not permitted to return to work within 2 weeks' of the actual date of birth.

Returning to Work Later than the Expected Date of Return

- 10.35 If you wish to postpone your return to work until after the end of your full entitlement to maternity leave, you must contact **your supervisor or manager** and submit a medical certificate confirming that you are suffering from a medical condition which prevents you from working, or provide another authorised reason (such as holiday or parental leave), for your returning late.

The Job You Return To

- 10.36 If you return after 26 weeks' leave or earlier, you are entitled to return to the same job.
- 10.37 It may not be practicable for the Council to offer you the same job if you return during the second six months of your entitlement. If this is the case, the Council will offer you suitable alternative employment (unless a redundancy situation arises).

Health and Safety

- 10.38 While you are pregnant, some circumstances exist where the Council may have to suspend you on full pay because of your condition. These circumstances might include:
- 10.38.1 where your pregnancy makes you unable to do your job adequately
 - 10.38.2 where it is unlawful for a pregnant woman to do a particular job
 - 10.38.3 where you are engaged on night work and produce a medical certificate that states that for health and safety reasons you should not continue working at night
 - 10.38.4 where a health and safety risk to yourself and / or the baby has been identified but cannot be eliminated.
- 10.39 Before such action is taken, every possible effort will be made by the Council to change your hours of work or working conditions if there is a health and safety risk, or to find suitable alternative work for you.
- 10.40 The Council is required to assess the risks to health and safety to which pregnant employees and others could be exposed. Please refer to the Council's Health and Safety Policy for details.

11 PATERNITY LEAVE POLICY

- 11.1 Paternity leave and paternity pay are available to employees who are the father of a new born child or the spouse or partner of the mother or adoptive parent.

Qualification

- 11.2 Paternity leave is available to you if you:
- 11.2.1 have worked continuously for the Council for not less than 26 weeks by the 15th week before the child is expected to be born; and
 - 11.2.2 are the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
 - 11.2.3 have or expect to have responsibility for the child's upbringing; and
 - 11.2.4 give appropriate notification to the Council; and
 - 11.2.5 give the Council a self-certificate to support your entitlement to paternity leave.
- 11.3 You cannot take both adoption leave and paternity leave in respect of the same child. Therefore if adopting a child as a couple, it is up to you to decide who will take adoption leave and who will take paternity leave.
- 11.4 Up to 26 weeks' Additional Paternity Leave is also available to the biological father of a child (or partner of the mother) to care for a child under the age of one (or in the case of adopted children during the first year after being placed for adoption. To be eligible for Additional Paternity Leave, you must fulfil the above conditions and continue to work for the Council from the qualifying week into the week before you wish to take Additional Paternity Leave. The child's mother must also –
- 11.4.1 be entitled to statutory maternity leave, statutory maternity pay or maternity allowance or statutory adoption pay; and
 - 11.4.2 return to work at least 2 weeks after the child's birth but with at least 2 weeks of unexpired statutory maternity leave entitlement remaining.

Duration of Leave

- 11.5 Ordinary paternity leave of up to 2 weeks' can be taken.
- 11.6 The leave must be taken either as 1 week or 2 consecutive weeks' leave. The leave cannot be taken as 2 separate weeks leave or odd days. Only one period of leave is available, irrespective of whether more than one child is born at the same time. Therefore, if twins are born, your entitlement is still up to 2 weeks' leave and not four weeks.
- 11.7 Additional Paternity Leave is for up to a further 26 weeks.

When Leave can be Taken

- 11.8 You can choose to start your Ordinary Paternity Leave:
- 11.8.1 from the date of the child's birth (or date of placement in adoption cases); or
 - 11.8.2 from a chosen number of days or weeks after the date of the child's birth or placement;
or
 - 11.8.3 from a chosen date.

- 11.9 The leave must be completed:
- 11.9.1 within 56 days (8 weeks) of the actual date of birth of the child; or
 - 11.9.2 if the child is born early, within the period from the actual date of birth up to 56 days after the expected week of birth.
- 11.10 You will only be able to start your Additional Paternity Leave:
- 11.10.1 20 or more weeks after the child's birth or placement for adoption;
 - 11.10.2 once your partner has returned to work from statutory maternity leave or statutory adoption leave and/or ended their entitlement to statutory maternity or adoption pay, or maternity allowance (whether or not she works for the Council).
- 11.11 Your Additional Paternity Leave will have to have ended by the end of the 52nd week after the child's birth or placement for adoption.

Notification

- 11.12 To take Ordinary Paternity Leave, you must inform the Council of your intention to take paternity leave by the 15th week before the baby is expected. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay.
- 11.13 You must also inform the Council:
- 11.13.1 of the Expected Week of Childbirth (the week the baby is due);
 - 11.13.2 whether you wish to take one or two weeks' paternity leave;
 - 11.13.3 of the date on which you want your leave to start.
- 11.14 You can change your mind about the date you want your paternity leave to begin, provided you give the Council at least 28 days' notice, ending at the original start date or new start date, whichever is the earlier. If this is not reasonably practicable, you must give notice as soon as reasonably practicable and should provide a written explanation for the delay. If notice is given late and the explanation for the delay is inadequate the Council can postpone the start of your paternity leave until the 29th day after receipt of the notice.
- 11.15 It is not necessary for you to give notice of expected return date, since the leave is only one or two weeks in duration.
- 11.16 If you wish to take Additional Paternity Leave you must comply with the notice requirements. In addition, the mother (or primary adopter) must self-certify their intention to return to work and confirm that you are the only person exercising the right to Additional Paternity Leave.
- 11.17 To qualify for Additional Paternity Leave and Pay you must give the Council written notice at least 8 weeks before the start of the leave on the prescribed form (SC7) available from the Town Clerk
- 11.18 In addition, the child's mother or co-adopter must also complete her portion of form SC7.

- 11.19 Paternity Leave or Pay. Within 28 days of receiving notification the Council can request a copy of either –
- 11.19.1 the child's birth certificate or
 - 11.19.2 the notification from the adoption agency including the name and address of the agency; the date on which you were notified of having been matched for adoption and the date that the agency was expecting the placement to begin.
- 11.20 The Council can also request the name and address of the mother's or co-adopter's employer.
- 11.21 If such further information is requested, you must provide it within 28 days of the request.
- 11.22 The Council will confirm the date of your Additional Paternity Leave and entitlement to Additional Statutory Paternity Pay within 28 days of receiving a completed notice from you. If you apply for Additional Statutory Paternity Pay but are not eligible you will be issued with a form ASPP1.
- 11.23 If you wish to change the date of your Additional Paternity Leave or if you no longer wish to take it you must give the Council six weeks' notice.
- 11.24 The Council will respond to this notice within 28 days confirming the dates of your leave and pay.
- 11.25 If you should no longer be eligible for Additional Paternity Leave, e.g. if your partner has not returned to work, you must tell the Council as soon as possible.

Statutory Paternity Pay

- 11.26 You are not entitled to any pay over and above your Statutory entitlement.
- 11.27 Subject to your satisfying the qualifications set out below, Statutory Paternity Pay (SPP) will generally be payable for paternity leave taken within 56 days of the date of the child's birth (or placement for adoption).

Qualification

- 11.28 To qualify for SPP, you must:
- 11.28.1 have continuous service with the Council for not less than 26 weeks by the 15th week before the child is expected to be born (or placed for adoption); and
 - 11.28.2 have continuous service with the Council from that 15th week up to the child's date of birth (or placement); and
 - 11.28.3 be the biological father of the child or the mother's husband or partner or the adopter's husband, wife or partner; and
 - 11.28.4 have or expect to have responsibility for the child's upbringing; and
 - 11.28.4.1 give appropriate notification; and
 - 11.28.4.2 give the Council a self-certificate to support your entitlement to SPP;
 - 11.28.4.3 have average weekly earnings equal to or above the Lower Earnings Limit applying to National Insurance Contributions (NICs).

Amount Paid

- 11.29 SPP will be the lesser of the current weekly prescribed rate or 90% of your average weekly earnings.
- 11.30 If you do not qualify for SPP you may be eligible for income support whilst on paternity leave.
- 11.31 You should discuss your particular circumstances with your local Jobcentre Plus office (Department for Work and Pensions) as you may be eligible for further financial support, such as housing benefit, council tax benefit, tax credits or a Sure Start Maternity Grant.
- 11.32 You are only entitled to be paid Additional Statutory Paternity Pay (ASPP) during the mother or co-adopter's statutory maternity pay period or statutory adoption pay period. This runs for 39 weeks from the date the mother or co-adopter started receiving their pay.
- 11.33 ASPP will be paid at the statutory rate which will be the same as the prescribed rate of statutory maternity pay or statutory adoption pay, provided the mother (or primary adopter) has not exhausted her entitlement to SMP/SAP.
- 11.34 The current rate of ASPP is the lower of –
- 11.34.1 90% of the employee's average weekly earnings
 - 11.34.2 the prescribed weekly rate
- 11.35 If you take Additional Paternity Leave of 26 weeks, the total amount of paid leave in respect of the birth/adoption of a child will be 39 weeks. The balance of what the mother has not used can be taken by the father.

12 ADOPTION LEAVE POLICY

Qualification

- 12.1 Adoption leave and pay is available to individuals who adopt or one member of a couple where a couple adopt jointly.
- 12.2 To qualify for adoption leave, you must:
 - 12.2.1 have been notified that you have been matched by an adoption agency with a child for the purposes of adoption; and
 - 12.2.2 have been continuously employed by the Council for a period of not less than 26 weeks ending with the week in which the notification was given; and
 - 12.2.3 give the Council appropriate notice; and
 - 12.2.4 give the Council a Matching Certificate as evidence of entitlement to adoption leave.

Notification

- 12.3 You are required to inform the Council of your intention to take adoption leave within 7 days of being notified that you have been matched with a child for adoption, unless this is not reasonably practicable. If not reasonably practicable, you should notify the Council as soon as reasonably practicable with a written explanation for the delay.
- 12.4 The notice must include the following information:
 - 12.4.1 when the child is expected to be placed with you;
 - 12.4.2 when you want to start the adoption leave;
- 12.5 You can change your mind about the date you want your leave to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable). If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation of the delay.
- 12.6 The Council will respond within 28 days of receipt of your notification. The Council will write to you setting out the date on which we expect you to return to work if the full entitlement to adoption leave is taken. This date is the Expected Return Date.

Matching Certificate

- 12.7 You must provide a completed matching certificate (available from the Agency who are placing the child with you).

Duration of Leave

- 12.8 You will be entitled to a maximum of 52 weeks Adoption Leave; 26 weeks Ordinary Adoption leave and 26 weeks Additional Adoption Leave.

When Leave Can Be Taken

- 12.9 You can choose to start your leave either:
 - 12.9.1 from the date of placement (whether this is earlier or later than expected); or
 - 12.9.2 from a fixed date which can be up to 14 days before the expected date of placement.

- 12.10 Only one period of leave is available regardless of whether more than one child is placed for adoption as part of the same arrangement.
- 12.11 Sometimes the placement ends during the adoption leave period, for instance when the adoption agency that matched the employee with the child notifies the employee that the child will not in fact be placed with him or her or the match is considered unsuitable. If this happens, you are entitled to continue the adoption leave for up to 8 weeks after the end of the placement.
- 12.12 It should be noted that adoption leave is in addition to parental leave.

Returning to Work

Right to Return

- 12.13 Where you take Ordinary Adoption Leave only (i.e. up to 26 weeks) you have the right to return to the same job as you left and to be treated as if you had never been absent.
- 12.14 Where you take Additional Adoption Leave (i.e.: more than 26 weeks and up to 52 weeks' leave) you have the right to return to the same job, or if that is not reasonably practicable, to another job which is both suitable and appropriate in the circumstances.

Notice of Return

- 12.15 Where you intend to return to work on the Expected Return Date no notice is required to be given to the Council.
- 12.16 Where you wish to return to work before the Expected Return Date, you must give the Council at least 8 weeks' notice of the date you intend to return. This notice need not be in writing.
- 12.17 If you fail to give at least 8 weeks' notice then the Council is entitled to postpone your return and is not obliged to pay you your normal remuneration until the agreed return date.

Adoption Pay

- 12.18 Statutory Adoption Pay (SAP) is available if you:
- 12.18.1 have 26 weeks continuous service by the week in which you are notified by an approved adoption agency that match has been made with a child; and
 - 12.18.2 give appropriate notification to the Council; and
 - 12.18.3 gives the Council a completed Self Certificate; and
 - 12.18.4 have average weekly earnings of not less than the lower earnings limit for National Insurance Contributions.
- 12.19 Payments for employees who have less than 1 year's continuous local government service by the week in which they are notified by an approved adoption agency that a match has been made with a child shall be the employee's entitlement to Statutory Adoption Pay (SAP).
- 12.20 Payments for employees who have completed not less than one year's continuous local government service by the week in which they are notified by an approved adoption agency that a match has been made with a child shall be as follows:
- 12.21 For the first six weeks of absence an employee shall be entitled to nine-tenths of a week's pay offset against payments made by way of SAP.

- 12.22 If having declared her intention to return to work then for the subsequent 20 weeks she shall be paid half a week's pay without deduction except by the extent to which the combined pay and SAP exceeds full pay.
- 12.23 For employees not intending to return to work payments during the subsequent 20 weeks shall be the employee's entitlement to SAP.
- 12.24 Payments made by the Council during adoption leave under 11.21 above shall be made on the understanding that the employee will return to local authority employment for a period of at least three months, which may be varied by the local authority on good cause being shown and, in the event of her not doing so, she shall refund the monies paid, or such part thereof, if any, as the authority may decide. Payments made to the employee by way of SAP are not refundable.

A Week's Pay

- 12.25 The term "a week's pay" for employees whose remuneration for normal working hours does not vary with the amount of work done in the period, is the amount payable by the authority to the employee under the current contract of employment for working her normal hours in a week. Where there are no normal working hours, a week's pay is the average remuneration in the period of 12 weeks preceding the date on which the last complete week ended, excluding any week in which no remuneration was earned.

Notification

- 12.19 You must give the Council at least 28 days' notice of the date upon which you expect any payment of SAP to begin, unless this is not reasonably practicable.
- 12.20 You can change your mind about the date you want your SAP to start provided you give at least 28 days notice in advance (again unless this is not reasonably practicable).
- 12.21 If 28 days notice is not reasonably practicable, you should give notice as soon as reasonably practicable with a written explanation for the delay.

Amount Paid

- 12.22 SAP will be the lesser of the prescribed rate per week or 90% of your average weekly earnings.

Alternative / Additional Financial Help for Adopters

- 12.23 If you have average weekly earnings below the lower earnings limit for National Insurance Contributions purposes and do not qualify for SAP you may be eligible for income support whilst on adoption leave.

13 PARENTAL LEAVE POLICY

Eligibility

- 13.1 To be eligible to take parental leave you must be the parent (including adoptive parents) of a child or have obtained formal parental responsibility for a child under the Children Act or its Scottish equivalent. We may need to request evidence of this, for example in the form of a birth certificate.
- 13.2 In addition you must have completed one year's service with the Council.

Entitlements

- 13.3 If you meet the conditions set out above you are entitled to a total of 18 weeks (unpaid) parental leave in respect of each child (18 weeks if you are the parent of a child entitled to a disability living allowance).

Time Limit

- 13.4 Parental leave can be taken up until the child's fifth birthday. In the case of adopted children, leave can be taken up until five years have elapsed following placement (or until the child's 18th birthday if that comes sooner);
- 13.5 If you have a disabled child, leave can be taken until the child's 18th birthday. For the purposes of parental leave, a disabled child is one for whom disability living allowance has been awarded.

Parental Leave Scheme

- 13.6 You must take parental leave in blocks or multiples of 1 week (blocks of one day for parents of disabled children).
- 13.7 You are required to give 21 days' notice before you intend to take this leave.
- 13.8 If you intend to take leave immediately after the birth or placement for adoption you should give notice 21 days before the beginning of the expected week of childbirth, or placement. In rare cases where it is not possible to give 21 days' notice of the date of placement for adoption, you should give the notice as soon as reasonably practicable.
- 13.9 You can take up to a maximum of four weeks' leave in any calendar year.
- 13.10 The leave can be postponed by the Council for up to 6 months where the business cannot cope; but leave cannot be postponed if you give notice to take this leave immediately after the time your child is born or is placed with your family for adoption.

Your Rights Whilst on Leave

- 13.11 At the present time there is NO ENTITLEMENT TO REMUNERATION, i.e. parental leave is unpaid. However, you are guaranteed the right to return to the same job as before you went on leave.
- 13.12 In the case of mothers taking parental leave immediately following maternity leave there are special provisions depending on whether the mother has taken ordinary or additional maternity leave;
- 13.13 **Ordinary** maternity leave period (26 weeks) - return to the same job;
- 13.14 **Additional** maternity leave period - return to the same job unless this would not have been reasonably practicable at the end of the additional leave period and is still not reasonably

practicable, in which case a similar job which has the same or better status, terms and conditions as the old job.

- 13.15 During the period of parental leave you are entitled to the benefits of your terms and conditions of employment relating to notice of termination, compensation in the event of redundancy and disciplinary and grievance procedures.

Postponement of Leave

- 13.16 If we consider that your absence will unduly disrupt the business, the Council can postpone the leave for no longer than 6 months from the beginning of the period that you requested to start your parental leave;
- 13.17 Examples of the reasons which might justify the Council postponing parental leave include work being at a seasonal peak, a significant proportion of the workforce applying for parental leave at the same time or if your role is such that your absence at a particular time would unduly harm the business.
- 13.18 If this is the case and we need to postpone your leave we will discuss the matter with you and confirm the postponement arrangements in writing no more than 7 days after your notice to take leave. The notice will set out the reason for the postponement and the new dates of parental leave. If leave is postponed, the length of the leave will still be the equivalent of your original request.

14 TIME OFF FOR DEPENDANTS POLICY

- 14.1 The Council recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Provided the reasons for such a request are genuine and you inform the Council as soon as possible that you need this time off, you will be allowed reasonable **unpaid** time off work to deal with such emergencies.

Dependants

- 14.2 Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to the Town Clerk.

The Emergency

- 14.2 The right to time off only covers emergencies. If you know in advance that you're going to need time off, you may be able to arrange this with the Council by taking another form of leave, such as parental, maternity, paternity or adoption leave.
- 14.3 For these purposes, an emergency is an unexpected situation that arises where someone who depends on you:
- 14.3.1 is ill and needs your help
 - 14.3.2 is involved in an accident or assaulted
 - 14.3.3 needs you to arrange their longer term care
 - 14.3.4 needs you to deal with an unexpected disruption or breakdown in care, such as a childminder or nurse failing to turn up
 - 14.3.5 goes into labour
- 14.4 You can also take time off if a dependent dies and you need to make funeral arrangements or attend the funeral (see also the Bereavement Policy at Part 19).

Length of Time Off

- 14.5 You can only take off as long as it takes to deal with the immediate emergency. For example, if a dependent is ill you can take enough time off to deal with their initial needs, such as taking them to the doctor and arranging for their care. You cannot take time off work to provide that care yourself and will need to make alternative arrangements for their longer term care. If you want to stay off work longer to care for them yourself you will normally need to take this as part of your annual leave entitlement.
- 14.6 As a general benchmark, no more than a day should be necessary.

Notice

- 14.7 You must tell the Council as soon as possible why you are away from work and how long you expect to be off. In extreme cases of emergency where you cannot inform the Council of your absence before your return to work, on your return you should still inform **your supervisor or manager** why you were absent.

15 FLEXIBLE WORKING POLICY

Qualification

- 15.1 In order to make a request for flexible working you must:
- 15.1.1 be an employee;
 - 15.1.2 not be an agency worker;
 - 15.1.3 have a child under 17 years, or 18 years in the case of a disabled child; or be responsible for the care of an adult;
 - 15.1.4 have been continuously employed by the Council for a period of not less than 26 weeks at the date the application is made;
 - 15.1.5 make the application no later than the day before the child's 17th birthday or 18th birthday in the case of a disabled child;
 - 15.1.6 have or expect to have responsibility for the child's upbringing;
 - 15.1.7 be making the application to enable you to care for the child/adult; and
 - 15.1.8 not have made another application to work flexibly under the right to make such applications during the past 12 months.
- 15.2 The right to apply for flexible working arrangements applies to the mother, father, adopter, guardian or foster parent of the child or the partner or spouse of such a person, living with the child; or the person responsible for the care of an adult.

Scope of a Request

- 15.3 If you qualify, you have a legal right to request:
- 15.3.1 a change to hours worked;
 - 15.3.2 a change to the times you are required to work;
 - 15.3.3 a change in duties;
 - 15.3.4 a change to any other terms of your employment.
- 15.4 Any agreed change to your terms and conditions will be permanent, unless we agree otherwise.

Your Application

- 15.5 If you decide to make a flexible working request you must follow this procedure. However, before making an application you should think about:
- 15.5.1 what working pattern will help you best care for the child/adult;
 - 15.5.2 the financial implications a change might have on you;
 - 15.5.3 what effects, if any, the change will have on the Council's business and how these might be accommodated.
- 15.6 Your application must be in writing, signed and dated and:
- 15.6.1 state that it is an application under the right to apply for flexible working arrangements;

- 15.6.2 specify the change applied for;
 - 15.6.3 specify the date on which you would like the change to be effective;
 - 15.6.4 explain what effect, if any, you think making the change applied for would have on the Council; and
 - 15.6.5 explain how you meet the eligibility requirements.
- 15.7 You can only make one application per year. If you have made a previous application to the Council for flexible working arrangements then the application must state this and give the date on which the previous application(s) are or were made.

The Council's Response

- 15.8 The Council may agree to the request without discussing it with you provided we notify you within 28 days of receipt of the application that the request is granted.
- 15.9 Otherwise, the Council will arrange to meet with you within 28 days of receiving the application (or longer if mutually agreed). If the individual who would normally consider your application is on holiday or sick leave this time limit will be automatically extended.

The Meeting

- 15.10 You are entitled to bring a companion to the meeting. The companion can address the meeting but not answer questions on your behalf. The companion should be a trade union representative or work colleague of your choosing.
- 15.11 At the meeting, we will discuss the work pattern suggested in depth and how best it might be accommodated. If there are problems in accommodating the request, we will consider alternative working patterns.

After the Meeting

- 15.12 Within 14 days of the meeting we will write to you to either agree a new working pattern and a start date or, where the decision is to refuse the variation, to set out the grounds for the refusal;
- 15.13 The grounds on which the Council can reject your request include:
- 15.13.1 burden of additional costs;
 - 15.13.2 detrimental effect on the ability to meet customer demand;
 - 15.13.3 inability to reorganise work amongst existing staff;
 - 15.13.4 inability to recruit additional staff;
 - 15.13.5 detrimental effect on quality;
 - 15.13.6 detrimental impact on performance;
 - 15.13.7 insufficiency of work during the periods the employee proposes to work;
 - 15.13.8 planned structural changes;
 - 15.13.9 any other ground allowed by regulations.

The Appeal Procedure

- 15.14 You may appeal the Council's decision provided you do so within 14 days of receiving the Council's decision. The notice of appeal must be in writing, signed and dated as before, and set out the grounds of the appeal.
- 15.15 Within 14 days of receipt of the notice of appeal, the Council will either hold a meeting with you to hear the appeal *or* allow the appeal and notify you accordingly.
- 15.16 Within 14 days of holding the meeting to hear the appeal, the Council will give you notice of our decision on the appeal. If we allow the appeal the notice will specify the variation in terms and conditions agreed and the date from which it is to take effect. Where the Council dismisses the appeal, the notice will set out the grounds on which the dismissal is based.

16 HEALTH AND SAFETY AT WORK POLICY STATEMENT

- 16.1 The Council recognises that it has a legal duty of care towards protecting the Health and Safety of its employees and others who may be affected by the Council's activities.
- 16.2 In order to discharge its responsibilities management will:
- 16.2.1 provide an organisational structure that defines clear responsibilities for health and safety
 - 16.2.2 ensure that the systems and procedures relating to this Policy Statement are rigorously applied
 - 16.2.3 provide adequate control of the health and safety risks arising from our work activities
 - 16.2.4 consult with our employees on matters affecting their health and safety
 - 16.2.5 provide and maintain safe plant and equipment
 - 16.2.6 ensure the safe handling and use of hazardous substances
 - 16.2.7 provide information, instruction and supervision for employees
 - 16.2.8 provide adequate training and ensure that all employees are competent to do their tasks
 - 16.2.9 maintain safe and healthy working conditions
 - 16.2.10 satisfy itself that any organisation who is contracted to carry out work for the Council is able to demonstrate that it pays due regard to health and safety matters
 - 16.2.11 bring this Policy Statement to the attention of all employees and seek their co-operation in supporting management in its efforts to establish and maintain a safe and healthy working environment.
- 16.3 This Health and Safety Policy Statement and its associated organisational arrangements, systems and procedures, will be reviewed at least annually and revised as necessary to reflect changes to the business activities. Any changes to the Policy will be brought to the attention of all employees.
- 16.4 It is the responsibility of all employees to co-operate in the implementation of this Health and Safety Policy within their areas of influence. You have a legal duty to ensure your own safety and the safety of others (for example, colleagues, visitors, contractors) under the Health and Safety at Work etc Act 1974. You must therefore:
- 16.4.1 Comply with any safety instructions and directions issued by the Council.
 - 16.4.2 Take reasonable care for your health and safety and the health and safety of other persons (e.g. other employees, contractors, customers, workmen, etc.) who may be affected by your acts or omissions at work, by observing safety rules which are applicable to you.
 - 16.4.3 Co-operate with the Council to ensure that the aims of the Health and Safety policy are achieved and any duty or requirement on the Council by or under any of the relevant statutory provisions is complied with.
 - 16.4.4 Report and co-operate in the investigation of all accidents or incidents that have led to or may lead to injury.
 - 16.4.5 Use equipment or protective clothing provided in accordance with the training you have received.
 - 16.4.6 Report any potential risk or hazard or malfunction of equipment to the Town Clerk.

- 16.5 Any failure by you to comply with any aspect of the Council's health and safety procedures, rules or duties will be treated by the Council as serious or gross misconduct.
- 16.6 You have a responsibility to observe all safety rules and to co-operate with the manager charged with responsibility for the implementation of the Council's health and safety policy to achieve a healthy and safe workplace and to take reasonable care of yourself and others.

17 ALCOHOL AND DRUG ABUSE POLICY

- 17.1 You must not drink alcohol on the Council's premises or the premises of its customers or clients other than at authorised social occasions
- 17.2 Any employee who is found consuming alcohol on the Council's premises or the premises of its customers and clients or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Council's disciplinary procedure.
- 17.3 During lunch breaks, even whilst not on Council premises, employees should generally avoid consuming alcohol because of the detrimental impact it can have on work performance. Employees should not drink alcohol at lunchtime if they have to drive or operate machinery in the course of their duties in the afternoon. In any event, you must exercise moderation and bear in mind your obligation not to be intoxicated at work.
- 17.4 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.
- 17.5 The possession, use or distribution of drugs for non-medical purposes on the Council's premises is strictly forbidden and a gross misconduct offence.
- 17.6 If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem with **your supervisor or manager**.
- 17.7 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.
- 17.8 If you refuse to undergo a medical examination in such circumstances your refusal will normally be treated as gross misconduct.
- 17.9 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.
- 17.10 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.
- 17.11 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.
- 17.12 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 Council's premises.

18 BEREAVEMENT POLICY

- 18.1 It is the policy of the Council to grant all employees up to two days bereavement time off without loss of pay when a death occurs in an employee's immediate family (i.e. mother, father, wife/husband, live in partner, sister, brother, daughter, son or grandchildren). An employee will not be eligible to receive paid bereavement time-off benefits while off or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.
- 18.2 Entirely at the discretion of the Council and based on the facts of each different issue, you may be granted additional bereavement leave, which can be either paid or unpaid also at the Council's discretion. The granting of such additional paid or unpaid leave creates neither rights nor obligations in any other case.

19 DATA PROTECTION POLICY

- 19.1 The Data Protection Act relates to the handling of all data including employee information as well as client or customer related data. Data under the Act breaks down into two categories: ordinary personal data and sensitive personal data. The Act requires the Council to take additional steps to protect sensitive personal data.

What Sensitive Personal Data Do We Hold?

- 19.2 The Council believes that the vast majority of the information which it holds is not considered (under the terms of the Act) to be sensitive personal data. The Council believes that the only exceptions to this are:

- 19.2.1 racial or ethnic origin, which we hold for the purposes of equal opportunity monitoring;
- 19.2.2 trade union membership;
- 19.2.3 pre-employment health questionnaire and other information relating to your health and sickness absence, which the Council holds so it can monitor and control sickness absence and ensure that it can pay you sick pay; and
- 19.2.4 any disciplinary or other records to the extent that they relate to criminal offences. For example, this would include criminal offences which you disclosed when you applied for a job with the Council (and which are not exempt from disclosure under the Rehabilitation of Offenders Act) and data created in the event of allegations being made against employees that involve or could involve a criminal offence, such as theft.

- 19.3 Subject to some exceptions, the Data Protection Act requires the Council to obtain your explicit consent to hold and process sensitive personal data. Without this consent the Council will not be able to process this data which would for example potentially produce unfair results. Therefore the Council will as appropriate obtain your consent.

What Other Personal Data Do We Hold About You?

- 19.4 In general terms, the Act entitles you, on making a written request and paying the required fee, to obtain access to the data that the Council holds and processes about you. Precise details of what data the Council holds will vary from person to person. Broadly, however, the types of data that the Council will hold and process about you will include:

19.4.1 Personal Details

- 19.4.1.1 Title, Name, Address - for contact purposes;
- 19.4.1.2 Home and mobile phone numbers (if supplied) - for contact purposes;
- 19.4.1.3 National Insurance number - for payroll processing and tax purposes;
- 19.4.1.4 Date of birth and age - in order to address benefit related queries where age is a relevant factor;
- 19.4.1.5 Emergency contact (possibly next of kin) details - for emergency contact purposes and for administration of flexible benefits; and
- 19.4.1.6 Marital status - in order to address benefit related queries where marital status may be a factor and for tax purposes.

19.4.2 Employment record

- 19.4.2.1 your start date and length of service - for processing and informational purposes and so as to determine employment rights and eligibility for some benefits;
- 19.4.2.2 your job application, CV and any references;
- 19.4.2.3 records relating to your career history, such as training records, appraisals, other performance measures and, where appropriate, disciplinary and grievance records;
- 19.4.2.4 your contract of employment and any amendments to it;
- 19.4.2.5 information needed for payroll, benefits and expenses purposes;
- 19.4.2.6 Your pension scheme member, in order to respond to enquiries;
- 19.4.2.7 Health and safety roles, if applicable;
- 19.4.2.8 Accidents at work, if applicable for health and safety reasons;
- 19.4.2.9 Any current disciplinary warning;
- 19.4.2.10 correspondence with or about you, for example letters to you about a pay rise or, at your request, a letter to your mortgage provider confirming your salary; and
- 19.4.2.11 records of holiday, sickness and other absences.

20 VEHICLE POLICY

General

- 20.1 You will be notified individually if you are entitled to use a Council vehicle for the better performance of your duties. Council vehicles are provided as a tool of your job and not as a benefit. Such entitlement is subject to the following terms and conditions of this policy. In the event of you failing to comply with the obligations under this policy, the Council shall be entitled, at its sole discretion, to withdraw or limit the use of the Council vehicle without giving any reason and without compensation.

Choice of vehicle

- 20.2 The Council reserves the right to decide by what means Council vehicles will be provided (e.g. by lease or purchase).
- 20.3 The Council will determine the make and model of vehicle to be provided and reserves the right to change the make and model of such vehicle at its sole discretion.
- 20.4 The arrangements for the purchase or lease of vehicles will be for the Council to decide in the circumstances.

Running and Other Costs

- 20.5 The Council will pay / arrange for Council vehicles to be comprehensively insured and taxed.
- 20.6 You are responsible for ensuring that your Council vehicle is kept clean (both inside and out) and maintained in a roadworthy condition. The Council will reimburse all reasonable servicing and maintenance costs properly incurred (excluding car valet or car wash charges) on the production of garage receipts.
- 20.7 Petrol costs incurred on the Council's business will be reimbursed and should be recovered as expenses in the normal way. Copies of garage receipts must be provided to the Council. Credit Card receipts alone will not suffice.

Employee Obligations

- 20.8 Employees provided with a Council vehicle are required to comply with the following requirements, which are conditions of entitlement to the use of a Council vehicle:-
- 20.8.1 to take reasonable care of the vehicle and to keep it in a clean condition;
- 20.8.2 to keep the vehicle in a roadworthy condition and to take appropriate action to remedy any faults;
- 20.8.3 to report at the earliest opportunity to the Council any damage to the vehicle or any accident arising from its use, regardless of how such damage or accident occurred. Failure to do so may lead to loss of insurance cover for such damage or accident, in which event you will be liable to indemnify the Council for the loss;
- 20.8.4 to report at the earliest opportunity any incident involving the police which arises from the use of the Council vehicle;
- 20.8.5 to comply with the provisions and conditions of any policy of insurance relating to the vehicle and the Council's requirements in respect of assisting with insurance claims or investigations into accidents, damage or police enquiries arising from the use of the Council vehicle. You are responsible for the above matters, even if not personally driving the Council vehicle at the relevant time. No person other than the authorised employee is allowed to drive the vehicle unless they have the written permission of the Council.

Accidents

- 20.9 The Council is mindful of its rising insurance cost and considers 2 or more accidents involving the same employee in any 12-month period to be unacceptable. In such event, you will be liable to pay the Council's insurance excess for the third and subsequent accidents. If you have an accident due to your carelessness, negligence or dangerous driving such conduct will be treated as misconduct and might result in dismissal.
- 20.10 If, for whatever reason, you cease to hold a valid driving licence and are thereby unable to carry out your employment properly and effectively or attend for work (as the case may be), then in the absence of suitable alternative employment being available you may be liable to be dismissed.

Criminal Proceedings

- 20.11 In the event of either you or the Council becoming involved in criminal proceedings in connection with the your use of the Council vehicle, you will be responsible for all parking fines and charges, costs, fines, criminal compensation and any other similar liability connected with or arising from such criminal proceedings. In the event of the Council initially paying some of the above liabilities, you will reimburse such sums within 28 days, in default of which you agree that such sums may be deducted from your salary. These provisions also apply to you where such fines and other liabilities have been incurred by any other person who has used your vehicle.

Termination of Employment

- 20.12 Where you are summarily dismissed or are not required by the Council to work out your notice period (regardless of who gave notice), you will be obliged to return the Council vehicle on the last day of work in accordance with the Council's instructions and shall not be entitled to any further use or benefit of the vehicle or to any monetary value in lieu thereof.
- 20.13 The Council may, at its sole discretion, agree to your continued use or benefit of a Council vehicle after the last day at work. Such permission will be given in writing specifying the terms and conditions of such continued use or benefit.
- 20.14 You shall inform the Council immediately if you are convicted of any offence under road traffic legislation in the United Kingdom or elsewhere. If you are disqualified from driving for any period the Council reserves the right to dismiss you, provided driving is an essential requirement of your job.

Use of Mobile Phones in Vehicles

- 20.15 As part of our overall health and safety policy, the Council is committed to reducing the risks which its staff face and create when driving or riding for work. Staff driving for work must never make or receive calls on a mobile phone, whether hand-held or hands-free, while driving. To do so will be regarded as a serious matter.
- 20.16 Senior Managers must:
- 20.16.1 Lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues. They must never make or receive a call on a mobile phone while driving.
- 20.17 Line Managers must ensure that:
- 20.17.1 they also lead by personal example
 - 20.17.2 they do not expect staff to answer calls when they are driving
 - 20.17.3 staff understand their responsibilities not to use a hand-held or hands-free mobile phone while driving

- 20.17.4 staff switch phones to voicemail, or switch them off, while driving, or ask a passenger to use the phone
 - 20.17.5 staff plan journeys to include rest stops which also provide opportunities to check messages and return calls
 - 20.17.6 work practices do not pressurise staff to use a mobile phone while driving
 - 20.17.7 compliance with the mobile phone policy is included in team meetings and staff appraisals and periodic checks are conducted to ensure that the policy is being followed
 - 20.17.8 they follow the Council's monitoring, reporting and investigation procedures to help learn lessons which could help improve the Council's future road safety performance
 - 20.17.9 they challenge unsafe attitudes and behaviours, encourage staff to drive safely.
- 20.18 Staff who drive for work must:
- 20.18.1 never use a hand-held or hands-free phone while driving
 - 20.18.2 plan journeys so they include rest stops when messages can be checked and calls returned
 - 20.18.3 ensure their phone is switched off and can take messages while they are driving, or allow a passenger to use the phone
 - 20.18.4 co-operate with monitoring, reporting and investigation procedures.

Variations

- 20.19 The Council reserves the right, at its sole discretion, to amend or vary any of the terms of this vehicle policy from time to time.
- 20.20 In the event of such variation or amendments being made, the Council will give reasonable notice of any change.
- 20.21 Where the Council decides to change its arrangements for the supply of Council vehicles, it may be necessary to replace existing vehicles in the possession of employees with vehicles provided under the new arrangements.

21 WHISTLEBLOWING POLICY

What Is Whistleblowing?

21.1 Whistleblower is someone who discovers something that is wrong and alerts his employer or the relevant authorities to what is going on. To be protected by the law a whistleblower must fall within the legal rules. Anyone who does not act in good faith or is motivated by personal gain will not be protected.

Our Policy

21.2 Our business is run in accordance with the law. No employee will suffer a detriment for speaking up if they believe that something is wrong

21.3 If you have information you believe shows any of the following:

21.3.1 A criminal offence was committed or is being or is likely to be committed

21.3.2 A person has or is or is likely to fail to comply with a legal obligation

21.3.3 A miscarriage of justice has occurred or is or is likely to occur

21.3.4 The health and safety of any individual has been or is being or is likely to be endangered

21.3.5 The environment has been, is being or is likely to be damaged

21.3.6 That information tending to show any matter falling within any one of the above categories has been, is being, or is likely to be deliberately concealed.

please raise your concerns immediately with the Town.

21.4 After you have raised a concern, we will decide how to respond in a responsible and appropriate manner. Initially this will usually involve making internal enquiries but it may become necessary to carry out a full investigation which may be formal or informal depending on the nature of the concern raised. We will endeavour to complete investigations within a reasonable time.

21.5 We will keep you informed of progress and let you know when the investigation is completed. We will not be able to inform you of any matters which would infringe any duty of confidentiality owed to others.

21.6 If you use this policy to raise a concern in good faith we can assure you that you will not suffer any form of retribution or detrimental treatment.

21.7 Any person who criticises or victimises a bona fide whistleblower will be liable to disciplinary action.

21.8 Anyone who maliciously makes a false allegation will also be liable to disciplinary action.

21.9 Alternatively, you will be protected in law if you disclose the information to the following third parties:

21.9.1 A legal adviser in the course of getting legal advice

21.9.2 A Minister of the Crown

- 21.9.3 To one of the prescribed persons set out in the Public Interest Disclosure (Prescribed Persons) Order 1999 (e.g. health and safety problem disclosure is to the Health and Safety Executive; fraud: Secretary of State for Trade and Industry; consumer protection matters: Local Authority Consumer Protection unit; tax matters: the Inland Revenue) or
- 21.9.4 A person other than those set out above where you act in good faith, reasonably believe the information to be substantially true, do not make the disclosure for personal gain, it is in all the circumstances reasonable to make the disclosure and
- 21.9.4.1 you reasonably believes you will be subjected to a detriment if the disclosure is made to the Council or the Prescribed Person;
 - 21.9.4.2 there is no Prescribed Person and you believe the wrongdoing will be concealed or destroyed by the Council; or
 - 21.9.4.3 you have previously disclosed the same information to the Council or the Prescribed Person;
- 21.9.5 Any other person where the disclosure is one of an “exceptionally serious failure” made in good faith, not for personal gain, where it was reasonable to make the disclosure.

22 ANTI-BRIBERY STATEMENT

- 22.1 The Council is committed to applying the highest standards of ethical conduct and integrity to its business activities. When acting on behalf of the Council you are responsible for maintaining the Council's reputation and for conducting business honestly and professionally.
- 22.2 The integrity and reputation of the Council depends on the honesty, fairness and integrity brought to the job by everyone associated with the Council.
- 22.3 The Council will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.
- 22.4 The Directors and senior management are committed to implementing and enforcing effective systems throughout the Council to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010.
- 22.5 The Council's Anti-Bribery procedures apply to all employees, as well as agency workers, consultants and contractors both in the UK and overseas.
- 22.6 All employees and any other individuals acting on behalf of the Council are required to familiarise themselves with and comply with the Council's Anti-Bribery Procedures.
- 22.7 A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or Council to induce or influence that individual or Council to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, or not in accordance with a position of trust).
- 22.8 All employees and any other person acting on behalf of the Council are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or Council in order to gain any commercial, contractual or regulatory advantage for the Council in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.
- 22.9 The Council will continue to provide bona fide hospitality to clients and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Council's anti-bribery procedures.
- 22.10 In the course of providing services to clients, or in dealings with suppliers, or any other person having similar connections to the Council, employees should under no circumstances accept money, gifts or other forms of reward with a value exceeding £10 without prior consent from the Town Clerk. All such reported gifts shall be recorded.
- 22.11 Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to the Town Clerk before proceeding.
- 22.12 Any breach of the Council's Anti-Bribery procedures will normally be treated as Gross Misconduct.
- 22.13 Employees should also note that bribery is a criminal offence.
- 22.14 The Council will not conduct business with third parties including clients, suppliers, agents or representatives who are not prepared to support its anti-bribery objectives.

- 22.15 The Council depends on all employees, and those acting for the organisation, to assist in the prevention of bribery. Therefore, all employees and others acting for, or on behalf of, the Council are expected to report any suspected bribery to the Council following the Council's Anti-Bribery procedures.
- 22.16 All employees will receive the support of the Council if they report of suspected bribery in good faith even if, following an investigation, it is found that no bribery took place.

23 OFFICE MEMBER PROTOCOL

INTRODUCTION

- 23.1. Helston Town Council exists to serve the interests of its town. Members and officers have a joint responsibility to ensure that they work collaboratively to ensure an efficient, transparent and democratic Council focused on these interests.
- 23.2. Members and officers will conduct an annual review of the Member Officer Protocol and its application, to ensure continued high standards of relations between Members and officers.
- 23.3. The Council has agreed the following protocol about the relationship between Members and officers in order to clarify roles and responsibilities.
- 23.4. Given the variety and complexity of such relations, this protocol cannot be prescriptive or cover all eventualities. However, it does aim to be instructive and offer guidance on some common issues and provide points of principle that can be applied to other issues that might arise.

ROLES OF MEMBERS AND OFFICERS

- 23.5. Members and officers depend upon each other in carrying out the work of the Council.
- 23.6. Members are responsible to their electorate for so long as their Term of Office lasts and have a duty to act in the best interests of the electorate and the Council. Officers are responsible to the Council.
- 23.7. Members ensure the Council and its officers are aware of the concerns of their electorate and help decide the overall direction of the Council and, where appropriate, act in a supporting role in carrying out the work of the Council. Members have personal, individual and collective responsibility for the Council and its activities. They are responsible for ensuring that adequate management and financial arrangements are in place and they monitor the performance, development, continuity and overall well-being of the Council. Members may be designated to act in a certain role or as a positive focus for a particular section of the Council's activities. However, the Council is not entitled to delegate decision-making on behalf of the Council to individual Members. The Council is entitled to delegate certain decision-making and functions to an officer or to committees of Members.
- 23.8. Officers give advice to the Members and carry out the decisions and work of the Council. Officers manage and provide the services for which the Council has responsibility. They are accountable for the efficiency and effectiveness of those services and for proper professional practice in discharging their responsibilities and for taking decisions, within agreed policy. They provide advice to the public and Members in respect of the services provided. They initiate policy proposals, implement agreed policy, ensure that the Council acts lawfully and in accordance with the principles of sound financial management and represent the Council on external bodies.

RESPECT AND COURTESY

- 23.9. In order to serve its community and deliver its stated aims and objectives, functions and duties, Members and officers must work together in a harmonious relationship based upon mutual respect, courtesy, trust, honesty and understanding of each other's roles.
- 23.10. This should prevail in all meetings and contacts whether formal or informal. This protocol should also inform behaviour with external contacts e.g. from partner organisations to ensure that Members and officers are conducting themselves in a way that is appropriate when representing the Council.
- 23.11. Neither Members nor officers should seek to take unfair advantage of their position in their dealings with each other. Members should be aware that officers, especially junior officers, may sometimes be overawed and feel at a disadvantage. Such feelings are intensified given that Members make decisions that directly affect officers.

- 23.12 Members should not apply pressure on officers to do anything that they are unwilling to do or are not empowered to do. Similarly, officers must not seek to use influence on an individual Member to make a decision in their personal favour, as opposed to in the interests of the Council.
- 23.13 Close personal familiarity between individual Members and officers can damage the principle of mutual respect. It could also, intentionally or unintentionally, lead to the passing of confidential information which should not properly be passed between them, such as personal details. Such familiarity could also cause embarrassment to other Members and/or other officers and could even give rise to suspicions of favouritism. It should therefore be avoided.
- 23.14 Inappropriate relationships can be inferred from language/style. Therefore Members and officers should always seek to address each other with courtesy.
- 23.15 Members must not obstruct the work of officers by unnecessarily taking up their time or in any way acting to impede their ability to proceed with their professional duties. Officers must equally respect the role of Members and will only request additional supporting work from Members where necessary or beneficial to the Council.
- 23.16 Members and officers must conduct themselves in a way that is acceptable within a professional environment. They must afford dignity, trust and respect to everyone and themselves. They must have awareness of the effect of their behaviour on others and only make reasonable and manageable demands. They must communicate honestly and openly, clearly stating what they mean and expect of others. They must provide honest feedback based on evidence and be open to constructive criticism. They must start from the assumption that everyone is working to the best of their ability, considering their current stage of personal and professional development.
- 23.17 Members and officers must not conduct themselves in an unacceptable manner. This includes discrimination which is a failure to afford equal opportunities in the workplace irrespective of disability, gender, race, religion, age, sexuality, and marital status. It includes harassment which is conduct that is unwanted and offensive and affects the dignity of an individual or group of individuals. It includes bullying which is a type of harassment consisting of persistent actions, criticism or personal abuse in public or private, which humiliate, intimidate, frighten, undermine or demean the individual.
- 23.18 When defining behaviour in cases of harassment, it is appropriate to place emphasis on the recipient's experience rather than the perpetrator's motivation. The following examples show the variety of ways in which unacceptable behaviour can occur and are taken from actual cases from various sources. This list is neither comprehensive nor exclusive. It serves to illustrate a range of potential indicators of unacceptable behaviour.
- Using aggressive language, threatening, ridiculing, ignoring people, or shouting
 - Shifting blame to others
 - Phoning people at home unnecessarily (especially demanding work when the person is absent due to sickness or ill health)
 - Focusing only on weaknesses
 - Bringing up details of someone's private life inappropriately
 - Leaving impossibly long lists of tasks and making unreasonable demands
 - Criticising people in their absence
 - Racist comments or jokes, including those about distinctive peoples and nationalities
 - Questioning an individual about his/her sexual relationship/preferences
 - Frequent comments about aspects of physical appearance or using forms of address that are demeaning
 - Repeated staring or leering or suggestive looks at parts of the body
 - Physical contact ranging from unwanted kissing, touching of any kind, through to assault or rape
 - Making unwanted sexual advances
 - The use of pin-ups, posters or electronic display e.g. pornographic pictures, objectionable cartoons
 - Comments about or the excluding of a colleague from workplace talks or activities because of their age, disability, colour, race, religion, ethnic origin, gender or sexual orientation

- Threatening or implying that you will cause the person to lose their job or fail to get a promotion or suffer some other form of career difficulty or financial disadvantage
- Using language and/or gestures in such a way that someone fears for their personal safety
- Coercing someone to join the harassment/bullying of another person

OFFICER SUPPORT TO THE COUNCIL

- 23.19 It is clearly important that there should be a close working relationship between Members and the officers who support and / or interact with them. However, such relationships should never be allowed to become so close, or appear to be so close, as to bring into question the officers ability to deal impartially with other Members. Officers must ensure their neutrality in representing the Council is not compromised. (Also see 3.4 above).
- 23.20 Whilst Members might be consulted as part of the process of drawing up proposals for consideration on the agenda of a forthcoming meeting, it must be recognised that officers are under a professional duty to provide an agenda.
- 23.21 Officers also submit reports based on their professional judgment to the Council. The Town Clerk or other senior officer will always be responsible for the contents of any report submitted in their name. This means that any such report will be amended only where the amendment reflects the professional judgment of the author of the report. Any issues arising between a Member and the Town Clerk or other senior officer should be resolved informally if possible using appropriate line management and, where appropriate progressing through relevant Council procedures where more formal resolution becomes necessary.
- 23.22 Officer advice must be full and impartial and should include all relevant options to enable a full considered decision of the Council.

MEMBERS ACCESS TO DOCUMENTS

- 23.23 Members' right to inspect Council documents is restricted and will not apply to certain items, for example because they relate to individual employees. Officers will provide documents, which are, on the face of it, reasonably necessary to enable Members properly to perform their duties for the Council. This is often referred to as the "need to know" principle. However, Members do not have a "roving commission" to examine any documents nor access the computers of the Council. Mere curiosity is not sufficient.
- 23.24 A Member requesting access to documents should direct their enquiry to the Town Clerk or other relevant senior officer. Officers will be concerned to furnish Council Members with such information, advice and access to documents which they require for the proper performance of their duties conducted for the Council. If disclosure of a document is in the officer's view either not required or not appropriate, they will inform the Member and will give reasons why disclosure would not be appropriate.
- 23.25 Any dispute regarding a Member's access to a document should be referred for resolution using appropriate line management and, where needed, through formal Council procedures.

INFORMATION AND ADVICE TO MEMBERS

- 23.26 Any Council information provided to a Member must only be used by that Member for the purpose for which it was provided, namely in connection with the Member's duties as a Member of the Council, unless the information is already in the public domain.
- 23.27 Members must not disclose information given to them in confidence by anyone without the consent of the person authorised to give it, or unless they are required to do so. Equally, Members must not prevent other persons from gaining access to information to which those persons are entitled by law.
- 23.28 In order to safeguard against possible breaches of the Data Protection Act (which applies to all information of a personal nature) Members should always seek advice from the Town Clerk before disclosing confidential information. Generally, personal information cannot be released

without the consent of the person to whom it relates. Improper disclosure of confidential information can put the Member and the Council at legal and financial risk.

- 23.29 Regular contact between Members and senior officers is necessary to ensure the efficient working of the Council and should occur on a planned and reasonable basis in order that it is constructive and not destructive to the ability of officers to perform their duties on behalf of the Council. Planned appointments, where meetings are needed to further the interests of the Council, are the best way of arranging contact between Members and officers. This protects the interests of the Council and its employment responsibilities by ensuring that the ability of the officer to carry out the work of the Council is not impeded and to ensure that the officer can set aside an appropriate amount of time to meet with and concentrate on a Member or group of Members.

REPRESENTING INTERESTS

- 23.30 Officers are neutral in that they serve the whole Council and not a particular sector or political group. Members might have an affiliation with a particular group within the public but should be making decisions based on their responsibility to the Council and its electorate as a whole. This does not preclude Members and officers from reacting to a political issue where it affects the interests of the electorate in that area.

COMMUNICATION AND ADVICE

- 23.31 Save in exceptional circumstances, all letters and other communications on official Council business should be sent out only in the name of the Proper Officer (the Town Clerk). Communications which create obligations or give instructions on behalf of the Council should never be sent out under the name of a Member.

PUBLIC RELATIONS AND PRESS RELEASES

- 23.32 The Town Clerk has overall responsibility for public relations and press releases on behalf of the Council. Political and lobby/action group press releases and publicity must not be issued at the initiative of individual Members or officers using the resources of the Council. There is, of course, nothing to prevent any Member from communicating with the media, but they should bear in mind that they are not doing so on behalf of the Council and should not use Council facilities or resources for this purpose.

DISPUTES

- 23.33 With goodwill, respect and integrity on both sides there ought to be very few occasions when a disagreement between an officer and a Member cannot be resolved amicably. If there is a serious dispute of substance it should be discussed in the first instance between the Member and the Town Clerk and dealt with using appropriate line management and, where needed, Council procedures. It should be noted that two frequent routes of action for unresolved disputes and behaviour issues are recourse to disciplinary/grievance procedures (and in some cases employment tribunals) and reports of breaches of the Code of Conduct.

24 MEMBERS AND OFFICERS EXPENSES POLICY

MEMBERS' TRAVELLING AND SUBSISTANCE PROCEDURES

Motor Car Allowances and Usage

- 24.1 Members requiring the use of motor vehicles for approved duties will be eligible to receive allowances for the use of their cars on Council business only after being so authorised by the Council.
- 24.2 Any authorised mileage will be paid according to the rates recommended by the HM Revenue & Customs (**Appendix A**).
- 24.3 Members receiving car allowances shall have their vehicle adequately insured and shall inform their motor insurance company that their vehicle may be used on Council business.
- 24.4 Members are also responsible for ensuring that they have a valid road fund license and, if required, a valid MOT certificate.
- 24.5 Whenever possible, a Member receiving a car allowance shall carry official passengers.
- 24.6 Travel allowance is payable only if the journey is outside of the parish and is more than 8 miles.

Approved Duties

- 24.7 A Member is entitled to be paid travel allowances in respect of travelling and subsistence undertaken in connection with the duties set out below:-
- A meeting of the Council or a committee of the Council;
 - A meeting of an Outside Body to which the Member has been appointed as the Council's Representative;
 - A meeting of a Committee of an Outside Body to which the Member has been appointed as the Council's Representative;
 - Attendance at a meeting of the Cornwall Association of Local Councils (CALC) or its Committees;
 - Attendance at approved conferences, seminars and training courses;
 - Any other duty approved by the Council in connection with discharging the duties of the Council

Out of County Travelling Arrangements

- 24.8 For the purpose of this section, Plymouth shall be regarded as 'in County'.
- 24.9 Public transport rates should be claimed for all out of county journeys unless there are extenuating circumstances, such as:-
- where the timing of public transport is inconvenient, especially involving an overnight stay or a particularly early start;
 - where additional Members or officers are carried as passengers, thus saving fares;
 - where the public transport fare would not be the cheapest option.

- 24.10 When it is necessary to travel by train, the cheapest standard class ticket should be purchased.
- 24.11 If a Member chooses to use his/her car for any journey for which he/she is only entitled to public transport rates, he/she may do so and claim the appropriate public transport rate.

Motor Vehicle Accidents

- 24.12 A Member involved in a motor vehicle accident whilst on Council business must inform the Town Clerk so that the accident can be officially recorded.
- 24.13 All motor accident claims must be handled through the Member's motor insurance policy. Members should be aware that, even if they have an accident while performing Council duties, claims must be made against their own motor insurance. Any resulting loss of 'no claims' bonus will not be recoverable from the Council.

Subsistence

- 24.14 Receipted expenditure for meals, up to the maximum of the rates adopted by Cornwall Council, can be claimed – but only for duties performed outside the parish.
- 24.15 The allowance will not be paid where a suitable meal is provided.
- 24.16 Subsistence may be claimed in the following circumstances:
- BREAKFAST allowance will only apply when a Member commences his/her duties before 7.00 a.m. and then continues beyond 11.00 a.m.
- LUNCH may be claimed when a Member is performing his/her duties between 10.00 a.m. and 2.00 p.m.
- TEA allowance will apply when a Member is performing his/her duties after 6.30 p.m.
- EVENING MEAL will apply when a Member is performing his/her duties after 8.30 p.m.
- Members may only claim either the tea allowance or evening meal allowance, not both.
- 24.17 The current Cornwall Council subsistence rates are attached at **Appendix A**.

Claims and Payments

- 24.18 Members should claim for mileage and subsistence monthly by completing the form (**Appendix B**).
- 24.19 Full details of the purpose of journeys and places visited in route order must be included on the form. Milometer readings for each journey must be based on the shortest practical direct route rounded to the nearest mile.

OFFICER TRAVELLING AND SUBSISTANCE PROCEDURES

Motor Car Allowances and Usage

- 24.20 Officers requiring the use of motor vehicles for approved duties will be eligible to receive allowances for the use of their cars on business only after being so authorised by the Council.
- 24.21 'Casual Users' are considered to be those for whom it is desirable that a car should be available when required. Any authorised mileage will be paid according to the rates recommended by the HM Revenue & Customs (**Appendix A**).

- 24.22 Officers receiving casual user allowances shall have their vehicle adequately insured and shall inform their motor insurance company that their vehicle may be used on Council business.
- 24.23 Officers must have their motor insurance certificate and driving license inspected by the Town Clerk on an annual basis. Officers are also responsible for ensuring that they have a valid road fund license and, if required, a valid MOT certificate.
- 24.24 Whenever possible, an officer receiving casual user car allowance shall carry official passengers.

Approved Duties

- 24.25 An officer shall be entitled to be paid travel allowances in respect of travelling and subsistence undertaken in connection with the duties set out below:-
- Attendance at a meeting of the Town Council or any Committee, Sub Committee or Working Party of the Council outside of normal working hours;
 - Attendance at a meeting of the Cornwall Association of Local Councils (CALC) or its Committees;
 - Attendance at meetings of Cornwall Council or its Committees or officers of the Principal Authority;
 - Attendance at approved conferences, seminars and training courses.

Journeys from Home

- 24.26 When travelling from home direct to a venue away from the normal place of work, the normal mileage to work must be deducted.
- 24.27 The restriction at paragraph 7 shall not apply when the officer is required to attend the office or other venue outside of normal working hours.

Out of County Travelling Arrangements

- 24.28 For the purpose of this section, Plymouth shall be regarded as 'in County'.
- 24.29 Public transport rates should be claimed for all out of county journeys unless there are extenuating circumstances, such as:-
- where the timing of public transport is inconvenient, especially involving an overnight stay or a particularly early start;
 - where additional officers or Members are carried as passengers, thus saving fares;
 - where the public transport fare would not be the cheapest option.
- 24.30 If an officer chooses to use his/her car for any journey for which he/she is only entitled to public transport rates, he/she may do so and claim the appropriate public transport rate.

Motor Vehicle Accidents

- 24.31 An officer involved in a motor vehicle accident whilst on Council business must inform the Town Clerk so that the accident can be officially recorded.
- 24.32 All motor accident claims must be handled through the employee's motor insurance policy. Officers should be aware that, even if they have an accident while performing their duties, claims

must be made against their own motor insurance. Any resulting loss of 'no claims' bonus will not be recoverable from the Council.

Subsistence

- 24.33 Subsistence allowances will be paid to officers who are prevented by their official duties from taking a meal at their normal place of work thereby incurring additional expenditure.
- 24.34 The allowance will not be paid where a suitable meal is provided or where an officer's normal duties involve them spending a portion of working time away from their administrative centre.
- 24.35 Subsistence may be claimed in the following circumstances:

BREAKFAST allowance will only apply when an officer commences his/her duties before 7.00a.m. and then continues his/her duties for a normal working day.

LUNCH may be claimed when an officer is away from his/her normal place of work between 10.00 a.m. and 2.00 p.m.

TEA allowance will apply when an officer is away from his/her place of work after 6.30 p.m.

EVENING MEAL will apply when an officer is away from his/her administrative base after 8.30 p.m.

Officers may only claim either the tea allowance or evening meal allowance, not both.

- 24.36 An officer continuing their duties and choosing to remain in the vicinity of the administrative base, rather than going home, for evening meetings will be entitled to the tea allowance providing they take an unpaid minimum tea break of half an hour.
- 24.37 The current Cornwall Council subsistence rates can be found at the end of this Policy.

Claims and Payments

- 24.38 Officers should claim for mileage and subsistence monthly by completing the relevant form available from the Town Clerk's Office.
- 24.39 Full details of the purpose of journeys and places visited in route order must be included on the form. Milometer readings for each journey must be based on the shortest practical direct route rounded to the nearest mile.

STAFF OVERTIME PROCEDURES

- 24.40 Overtime may be claimed by officers of the Council in accordance with their Contract of Employment. Overtime can be claimed for one or more of the following:-
- Attendance at meetings of the Full Council, Committees, Sub-Committees or Working Parties;
 - Attendance at the Town Meeting;
 - Attendance at civic events that take place out of normal working hours, such as:
 - Civic Sunday
 - Remembrance Sunday
 - Flora Day when falling on a Saturday
 - Evening presentation evenings
 - Other events out of normal hours authorised by the Council
 - Evening or weekend training events or conferences

- 24.41 Overtime may be claimed from 15 minutes prior to the commencement of a meeting or event and up to 15 minutes following the conclusion of the meeting or event to allow for the opening of the venue and the setting-up and packing away of equipment. The minimum period of overtime per evening is one hour.
- 24.42 Overtime shall be paid at the officer's standard hourly rate or taken as time off in lieu (TOIL) to be agreed with the Town Clerk.
- 24.43 Claims for overtime shall be made monthly in arrears.

SUBSISTENCE RATES

HM Revenue & Customs

With effect from April 2012

Approved mileage rates

	Cars & vans	Motor Cycles
First 10,000 miles (per mile)	45p	24p
Each mile over 10,000 miles	25p	24p

Passenger Payments – Cars and Vans

5p per passenger per business mile for carrying Members and fellow officers.

Cornwall Council Subsistence Allowances

With effect from April 2008

Breakfast	£6.00
Lunch	£9.05
Tea	£4.35
Evening Meal	£12.95

25 TRAINING STATEMENT OF INTENT

25.1 Helston Town Council is an organisation in which learning is valued. Members and staff will be supported to undertake the training and development which they need to help them achieve and maintain a high standard of performance and will be given encouragement and support to achieve their full potential. This will allow them to provide a satisfactory and expected level of service to the community of Helston.

25.2 All are entitled to:

- Equality of opportunity in all aspects of their development
- An induction programme into their own roles as well as the workings of the Council
- An understanding of the Council's role in the Community
- An understanding of the direction and objectives of the Council
- An understanding of the contribution that is expected of them

25.3 For staff:

- Clear and measurable objectives for their performance at work
- An annual review of their performance, role and training needs
- A personal development plan which addressed their development needs
- A Council that is committed to staff development
- Release from work commitments in order to undertake relevant and agreed training
- Training and certification in accordance with all legal and statutory requirements according to their role and equipment under their control

25.4 For Members

- General training including;
 - Roles and duties of a Councillor
 - Code of Conduct
 - Standing Orders and Financial Regulations
- Specialist training
 - Chairmanship
 - Planning

25.5 Resources

- The Council will set an annual training budget to ensure the above aims are achieved.

25.6 Providers include

- Cornwall Association of Local Councils
- Ellis Whittam Ltd
- South West Employers
- Society of Local Council Clerks
- Cornwall College
- Truro & Penwith College

26. WORK EXPERIENCE POLICY

Statement

- 26.1 The Council wishes to encourage and promote work experience opportunities to our local community. In particular we will aim our work experience placements primarily at local individuals aged 15 - 18 attending local schools.
- 26.2 The Council's Work Placement Scheme will provide a structured and organised response to requests for work experience, which will lead to a formal system for identifying and offering work experience placements.
- 26.3 The Council is aware of the importance of the provision of work experience placements as an effective way of developing links with the local community. The work experience placement should be a positive and beneficial experience for both the student and the Council.

Definition of Work Experience

- 26.4 Work experience is a government scheme which is described as a placement on the Council's premises, in which the work experience placement carries out a range of tasks or duties, more or less as would an employee, but with no pay and with an emphasis on the learning aspects of the experience. The experience involves the young person engaging in work tasks, using and developing work skills, being involved in the work process and experiencing work environments. Placements are not solely a work shadowing exercise, but should give the individual the opportunity to do a job alongside, and as far as possible, in the same way as other employees.

Scope

- 26.5 The Council will provide work experience placements to students from local schools. Work experience placements will be offered to students in Year 10 to Year 13 and will usually last for one week.
- 26.6 Year 10 and 11 placements will receive experience in a broad range of Town Council and local government activities whilst Year 12 and 13 students will receive a more focused experience on an area of specific interest.

Legislative Framework

- Education Act 1996, as amended by the School Standards and Framework Act 1998
- Health & Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999

Process

- 26.7 Requests for Work Experience should be made direct by the student to the Town Clerk who will then consult with the Policy, Finance & Resources Committee. If a placement is provisionally accepted then the student will be invited to attend a pre- placement visit where they will be escorted around the Guildhall to meet the officers that they will be working with. This provides an opportunity for the potential placement to decide whether the type of work and the workplace environment is what they really want. When both sides are satisfied with the arrangements, the potential placement will be sent a Work Experience Placement Agreement to sign, which will include a confidentiality statement.
- 26.8 The Town Clerk will confirm that the placement is covered by the appropriate insurance policies. In addition, confirmation will be given to the school that the Council has a general Health and Safety Policy and an effective risk assessment system.

Health and Safety

- 26.9 Work experience placements over the age of 18 will be covered by the Council's Statement of Safety Policy. The Council will follow the guidance contained in the DfES publication 'Work Experience: A guide for employers' which includes health and safety issues for work experience placements for those under 18. All work experience placements, regardless of their age have the same responsibilities as any employee. They must take reasonable care of their own health and safety and that of other people who may be affected by their actions. They must also cooperate with the Council in complying with its legal duties.

Hours of Work

- 26.10 The number and pattern of hours worked must be agreed by the Council, student, parents and the school. Attendance at an evening Council meeting can be allowed but must be agreed by the parents and must not exceed the legal maximum.

Induction

- 26.11 All work experience placements will have an induction on their first day that outlines to them their duties and cover the health and safety requirements. This induction will be the responsibility of the Town Clerk.

Work Programme

- 26.12 As far as possible students will undertake real tasks and the Town Clerk will prepare a work programme for the week. The programme will be organised for the individual student to take account of particular interests.

Monitoring and Review

- 26.13 The Work Experience Policy will be reviewed on a regular basis and the results of any monitoring will be reported to the Policy, Finance & Resources Committee.