



# FELIXSTOWE

## TOWN COUNCIL

### **Staff Handbook**

Approved:	Personnel Committee April 2022
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## **Introduction**

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

This Staff Handbook is designed to complement the terms and conditions of employment, as set out in your contract, by providing you with the policies applicable to all staff within the organisation. You should study the contents of this handbook in order to understand these policies. If you require any clarification or additional information please refer to your line manager.

General amendments to the Staff Handbook will be issued from time to time. The policies contained within this version of the handbook were adopted in April 2022.

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## **Code of Conduct**

This section sets out the Town Council's main requirements in areas relating to conduct and performance as well as the rules necessary to ensure efficient operations.

The Code is part of your contract, and you must comply with it always.

A breach of this Code may result in disciplinary action, which might include dismissal.

### **General**

The Council requires you to comply fully and at all times with the requirements of the Council's policies, rules and regulations set out here, and as amended from time to time.

You are expected to devote your whole time and attention to the best interests of the Council during your contracted working hours.

The Council requires you to maintain a consistent and satisfactory standard of work at all times.

The Council, its employees and contracted associates have responsibilities regarding Health & Safety. You must comply in full with the Council's Health & Safety policy and other instructions and guidance relating to safety matters which may be issued to you from time to time.

You must not carry out any other work, paid or otherwise without the permission of the Council. Where such other work does not conflict with your work for the Council such permission will normally be granted.

### **Co-operation**

You must comply at all times with the reasonable instructions and directions given by your manager or supervisor, or any other more senior person appointed by the Council.

Co-operation with other colleagues is essential to ensure a productive work environment. You must behave politely and with due respect towards colleagues and managers. The use of obscene or abusive language must be avoided and will not be tolerated.

The Council's image is of the utmost importance, and you must at all times conduct yourself so as to promote and enhance the standing of the Council with customers/clients, suppliers, and all others with whom you come into contact in the course of your work.

You must not under any circumstances behave in a discriminatory manner towards other employees or to others with whom you come into contact in the course of your work. Discrimination is explained elsewhere within this Staff Handbook.

### **Personal Information**

You are required to notify the Council if you change your name, address, home, or mobile telephone numbers or next of kin. This information is maintained by the Council in compliance with the requirements of the Data Protection Act 2018.

It is an essential term of this contract that you have told the truth to the Council about your previous work experience and qualifications. The Council regards any breach of this term as gross misconduct for which your employment can be terminated without warning.

### **Attendance**

You must comply with the absence notification procedures to be found within the Time off Work section of this Handbook.

Where working time is lost due to poor timekeeping the Council may not pay you for the lost time.

You must attend work ready to start at, and must remain at work until, the times specified in your Contract. Breaks may only be taken at the times and for the durations permitted. The prior permission of the Council is required should you need to start late, leave early, or take time off during the working day. Flexible arrangements are at the discretion of the Town Clerk.

Poor timekeeping or taking unauthorised time off will be regarded as misconduct.

### **Communications**

You must not use the Council's telephones, fax, e-mail, or postal resources for your own private purposes unless prior permission has been obtained from your line manager.

You must ensure that your work mobile telephone is switched on at all times during the working day, except where you are instructed by your manager to the contrary.

### **Working Practices**

From time to time you may be required to undertake work other than your normal duties or work from locations that are not your normal place of work. This may include travel to hotels or conference venues for the purpose of Council meetings or training and may include nights and/or weekends away from home.

You may be required to work additional time where the needs of the business demand.

You must undertake any training required by the Council this may take place within or outside your normal working hours and you may be required to attend at locations away from your normal place of work.

Where instructed to do so you must participate in a Performance Review. The procedure is not contractually binding either upon you or upon the Council who may leave out any or all of the stages of the Performance Review procedure.

The Council has the right to review and monitor the performance of your duties under this contract.

## **Confidentiality**

You must not reveal any information about the Council, its employees, officers, customers or clients, suppliers or contractors to any outside person or organisation except where this is required in the course of your normal duties or where required by law.

Where a request for information about the Council or others listed above is received this must be passed immediately to the Town Clerk.

All employees are expected to respect the confidentiality of information obtained by them in the course of their duties which relates to the work or personal affairs of other employees or work colleagues.

Any unauthorised breach of confidentiality may be treated as Gross misconduct for which your employment may be terminated without warning.

## **Council Property**

You must not remove from the Council's premises any property belonging to the Council including documents and records whether on paper or in digital media, unless this is required in the course of your normal duties or authorised by the Town Clerk.

You must not use any property belonging to the Council for your own private purposes.

Council property must be treated with care and used only for the purpose for which it is designed. Tools, equipment, machinery, and vehicles must be operated only in accordance with the manufacturer's recommendations and/or in compliance with any training given.

The Council reserves the right to recover the cost of repair or replacement of any Council property lost or damaged due to your negligence by deductions from your pay.

You should at all times seek to avoid and minimise wastage of materials and services. Lighting or heating must not be used unnecessarily, and electrical equipment must be switched off when not in use.

## **Financial procedures policy**

Where you receive money for the payment of expenses you must keep a detailed account of expenditure together with the relevant receipts or vouchers. Reimbursement of expenditure not reasonably or necessarily incurred in connection with Council business will be refused.

## **Smoking, Alcohol and Drugs**

You must comply with the Council's Alcohol & Drugs Policy set out within this Handbook.

In the interests of Health & Safety smoking is strictly prohibited in Council premises, and Client premises, except in designated areas.

## Procedures

### Discipline

#### Conduct:

The following are examples of conduct that we regard as misconduct or gross misconduct. It is a rule of your employment that you will not commit acts of misconduct or gross misconduct as set out below or of a similar nature.

#### Misconduct:

- Bad timekeeping.
- Unauthorised absence.
- Minor damage to property.
- Minor breach of rules.
- Failure to observe procedures.
- Rudeness to clients or colleagues.
- Abusive behaviour.
- Unsatisfactory attendance.
- Unsatisfactory sickness record.
- Careless loss or damage of tools or equipment.
- Unauthorised use of telephones.
- Failure to wear protective clothing provided for your safety.
- Unfitting behaviour.
- Failure to carry out lawful instructions.
- Unauthorised use of access to the Internet.
- Any form of unlawful discrimination.

#### Gross Misconduct:

- Theft or unauthorised possession of any property belonging to someone else.
- Unauthorised use of Council confidential information.
- Unauthorised use of Council Intellectual property
- Serious deliberate or reckless damage to property.
- Falsification of reports, accounts, expense claims or self-certification forms.
- Offering financial or other inducements to customers or suppliers
- Refusal to carry out duties or reasonable instructions.
- Intoxication by reason of drink or drugs.
- Possession of illegal drugs.
- Serious breach of rules.
- Fighting or other violent, dangerous, or intimidating conduct.
- Bullying, sexual, racial, or other harassment of a fellow employee.
- Gross negligence or incompetence.
- Conviction on a criminal charge.
- Receiving any sentence of imprisonment.
- Bringing the Council into disrepute.
- Sending abusive, scandalous, obscene, or defamatory communications of any kind including e-mails, on the Internet, in text messages or any other media.
- Accessing or downloading any rude or obscene images or other material from the Internet or by email or text message or otherwise being in possession of rude or obscene material or publications or images in any media at your place of work or during working hours.
- Failure to comply with the Council's Data Protection Policy in this Staff Handbook

## **Disciplinary Procedure**

### **Introduction**

The procedures outlined below are for the purpose of dealing with employees whose behaviour is not satisfactory. They will usually be adopted in the interests of fairness but are not contractually binding and we can dismiss you without following the procedures.

The procedures comply with the **ACAS Code of practice on Disciplinary procedures 2015**. If you believe that you might be exposed to violent abusive or intimidating behaviour by going through the disciplinary procedure leading to serious physical or mental harm or threat to your property or a third party or you have been harassed, you will not normally be expected to go through the formal procedure but similarly if the Council believes that you or a third party may subject them to violence or abuse they do not have to follow it.

If circumstances beyond your control or the Council's control prevent a step in the procedure being followed, then neither party may be reasonably expected to follow the procedure.

Failure by either you or the Council to follow the procedure may affect any Tribunal proceedings that follow and may delay any application to a Tribunal that you wish to make. Where a discipline issue arises, it is unfortunately inevitable that other employees will sometimes find out what is going on. However as far as possible it is our intention that all disciplinary action will be treated as confidential between you and the individuals directly involved in the process. Records, witness statements and decisions will be kept confidentially and in accordance with the Data Protection Act 2018.

### **Informal procedure**

We hope to resolve conduct problems informally and that we do not have to use formal procedures except when we have no alternative.

### **Trial Periods**

During a trial period, any misconduct may lead to dismissal with or without notice.

### **Formal procedures**

The formal procedures are designed to enable problems of alleged misconduct to be dealt with quickly, fairly, and consistently.

Formal disciplinary action will consist of:

- Oral warning;
- First written warning;
- Final written warning;
- Dismissal.

You will not usually be dismissed for your first breach of conduct unless it is gross misconduct.



## **Authority to deal with disciplinary decisions**

A formal decision about a disciplinary matter will only be made by the Town Clerk. Where possible, separate individuals will usually deal with the investigation, decision, and appeal. The Council reserves the right to require the attendance of its designated HR advisor where this is considered appropriate.

## **Investigation**

Before any disciplinary decision is made there will always be an investigation to establish the facts. It may be necessary to suspend you while the investigation takes place. Sometimes you will be asked to attend a meeting as part of the investigation, but this is only to try and find out what happened and not to make a decision or take disciplinary action.

## **Disciplinary meeting**

If it is thought necessary to consider disciplinary action, you will be told what the complaint against you is. You will be sent or given a letter or statement saying what it is alleged you have done wrong and why it is wrong. You will be given the opportunity to see any relevant information and statements. You will usually be asked to attend a disciplinary meeting so that you can respond to what it is said you have done wrong. Both you and we must attend the meeting if reasonably possible. After the meeting, you will be notified in writing by sending you or handing you a letter telling you what we have decided about the complaint and what we have decided to do about it. The letter will tell you how to appeal if you are unhappy about the procedure or the decision taken.

## **Your legal right to be accompanied at a disciplinary meeting**

At any disciplinary meeting, you can be accompanied by a fellow employee or by a trade union official. The trade union does not have to be recognised by us for the purpose of collective bargaining. You can choose who will accompany you.

A trade union official has to be approved by the Union as having had training in accompanying workers to disciplinary meetings and be able to provide us with a letter or business card to show this.

If you want to be accompanied, you must tell us before the meeting. We do not have to let you be accompanied if we think your request is unreasonable. For example, if you ask to be accompanied by someone who is also involved in what happened whose presence might prejudice the meeting. If necessary, we will postpone the meeting for up to 5 days for you to arrange someone to accompany you.

At the meeting, you cannot get your companion to answer questions for you although we will listen to whatever they want to say for you. If you do not want to answer questions you do not have to, but we can still make up our mind on the evidence, we do hear.

## **Recording of formal procedures**

Whatever formal disciplinary action we take we will make notes of what is said and done, and you will be asked to sign them to confirm that they contain a true record of what took place. A copy will be retained in your confidential personnel file and held in accordance with the provisions of the Data Protection Act 2018.

## **Procedures for misconduct**

After a disciplinary meeting, if it is the decision of the meeting that you are guilty of misconduct a decision will be made what to do about it and it will usually involve one of the following procedures:

### **ORAL WARNING**

This will be given in less serious cases and confirmed to you in writing. You will be warned that the consequences of future repetition are further disciplinary action. A copy of the warning shall be kept in your personnel file. If your conduct afterwards is satisfactory the warning will be treated as spent after a specified period starting with the day that the warning is given to you, after which it will lapse and be disregarded in any future disciplinary procedures.

### **FIRST WRITTEN WARNING**

This will be given to you in writing. This will contain a summary of the incident or circumstances and the consequences of future repetition. The warning will set out improvements in conduct required to be achieved and maintained and the duration of the warning, and the consequences of failure to respond as required. As with an oral warning, if your conduct afterwards is satisfactory the warning will be treated as spent after a specified period starting with the day that the warning is given to you, after which it will lapse and be disregarded in any future disciplinary procedures.

### **FINAL WRITTEN WARNING**

This will be given to you in writing. This warning will state that if you commit a further offence of misconduct your employment will be terminated. As with an oral warning and a first written warning, if your conduct afterwards is satisfactory the warning will be treated as spent after a specified period starting with the day that the warning is given to you, after which it will lapse and be disregarded in any future disciplinary procedures.

### **DISMISSAL OR OTHER SERIOUS STEPS**

This stage will normally result from your failure to act upon the requirements of behaviour and conduct made in the previous stages of the warning procedure. But it may arise simply due to the seriousness of the incident or the behaviour that has occurred. Dismissal will usually take effect immediately so that you will not be required to work any notice period. However, in some circumstances we may not decide to dismiss you, but to apply another serious sanction such as demotion, or suspension without pay.

### **LENGTH OF WARNINGS**

A warning will usually apply for a specified period considering the seriousness of the matter, after which it will lapse and be disregarded in any future disciplinary procedures. The period will usually be 6 months, but we may specify a shorter or longer period depending upon the seriousness of the misconduct involved in giving rise to the warning being given to you.

### **Procedure for gross misconduct**

As with other misconduct there will be a full investigation in cases of alleged gross misconduct. Usually you will be suspended while the investigation takes place because gross misconduct is so serious. The procedure followed will be exactly as for other misconduct. If we find that

gross misconduct has occurred we will normally immediately dismiss you without notice or pay in lieu of notice. Exceptionally other disciplinary action may be taken instead.

### **Appeals Procedure**

You have the right to appeal against a disciplinary decision, arising from the procedures set out above whether formal or informal. The letter telling you the outcome of a disciplinary meeting will remind you of your right of appeal.

You must put your appeal in writing, setting out why you want to appeal and what you disagree with in the original decision, and send it or deliver it to the Town Clerk so that it is received within 5 working days of the next working day after you receive written confirmation of the decision.

There will usually be an appeal meeting. As at the disciplinary meeting you have the right to be accompanied by a work colleague or trade union official and to have the hearing postponed.

The appeal hearing will be conducted within a reasonable period of the appeal being lodged.

You must attend the meeting if reasonably possible. If possible, the appeal meeting will be conducted by someone senior to the person who made the decision appealed against and that person will decide the appeal.

The outcome will either be:

- to reject the appeal and confirm the original disciplinary action; or to
- Uphold the appeal and reduce or revoke the original disciplinary action.
- The result of the appeal will be confirmed in writing within 10 working days of the appeal meeting.

The decision at the appeal stage is final.

## **Grievance Procedure**

There may be circumstances due to pressure of work or otherwise in which misunderstandings or grievances may arise.

Redress of those grievances may be sought in accordance with the following procedure that will usually be adopted in the interests of fairness and complies with the statutory grievance procedures but is not contractually binding.

If you believe that you might be exposed to violent abusive or intimidating behaviour by going through the grievance procedure leading to serious physical or mental harm or threat to your property or a third party or you have been harassed, you will not normally be expected to go through the formal grievance procedure but similarly if your employer believes that you or a third party may subject them to violence or abuse they do not have to follow it.

If circumstances beyond your control or the Council's control prevent a step in the procedure being followed, then neither party may be reasonably expected to follow the procedure.

Failure by either you or the Council to follow the procedure may affect any Tribunal proceedings that follow and may delay any application to a Tribunal that you wish to make. You have the same legal right to be accompanied at a grievance hearing as you have at a disciplinary hearing as set out above where the grievance is one that involves our duties to you.

For example, this would be the case where your grievance alleges a breach of our contractual duties towards you or a failure to prevent bullying or harassment or failure to safeguard your rights as a disabled person.

## **Informal Resolution**

If you have a question or grievance which concerns you personally and directly and which requires to be resolved, you should discuss the matter informally with the Town Clerk.

## **Formal Procedure**

If a matter cannot be resolved informally then you may set out your grievance in writing to the Town Clerk who will arrange a meeting with you as soon as is reasonably practicable.

You must inform the Council of the basis for your grievance – what you are unhappy about and why – in your letter.

As at a disciplinary meeting you have the right to be accompanied by a work colleague. Your grievance will be fully considered and investigated. Both you and the Council must take all reasonable steps to attend the meeting.

A decision will be made and given to you in writing within 14 working days or otherwise as soon as is reasonably practicable. The letter will remind you of your right to appeal. This decision will be recorded on your personnel file and held in accordance with the provisions of the Data Protection Act 2018.

## **Appeals Procedure**

You have the right to appeal against a grievance decision, arising from the procedures set out above whether formal or informal.

You must put your appeal in writing, setting out why you want to appeal and what you disagree with in the original decision, and send it or deliver it to the Town Clerk so that it is received within 5 working days of the next working day after you receive written confirmation of the decision.

There will be an appeal meeting. As at the disciplinary meeting you have the right to be accompanied by a work colleague or trade union official and to have the hearing postponed. The appeal hearing will be conducted within a reasonable period of the appeal being lodged by someone who is senior to the person who dealt with the grievance if possible.

The outcome will either be:

- to reject the appeal and confirm the original decision; or to
- Uphold the appeal and make a different decision.

The result of the appeal will be confirmed in writing within 10 working days of the hearing.

The decision at the appeal stage is final.

Grievances after you have left your employment:

You may still raise a grievance even after you have left your employment using the same procedure as set out above but if the Council agrees in writing or it is not reasonably practicable to follow the usual procedure, you may simply raise your grievance by setting it out in writing together with the basis for it and the Council will set out a response to it in writing within a reasonable time.

There may be circumstances due to pressure of work or otherwise where misunderstandings or grievances may arise.

Redress of those grievances may be sought in accordance with the following procedure that will usually be adopted in the interests of fairness but is not contractually binding.

You have the same legal right to be accompanied at a grievance hearing as you have at a disciplinary hearing as set out above where the grievance is one that involves our duties to you. For example, this would be the case where your grievance alleges a breach of our contractual duties towards you or a failure to prevent bullying or harassment or failure to safeguard your rights as a disabled person.

## **Performance Review Procedure**

We recognise that there can be reasons for poor job performance other than misconduct. To deal with such problems we have this procedure, and it will usually be adopted in the interests of fairness but is not contractually binding and we can dismiss you without following it.

New employees will be liable to dismissal at any time during their trial period and the procedure will not usually be applied to them.

## **General Procedure**

The first stage in dealing with poor job performance is to investigate whether the matter is a disciplinary matter or a capability/performance matter.

Incapability/poor performance will arise where you have been set realistic targets and objectives but cannot achieve them through no fault of your own, for example where failure is due to medical conditions.

If targets and objectives are highlighted but you fail to take action of which you are capable it may be treated as misconduct under the disciplinary procedure.

## **Stages of Procedure**

### **(a) Performance Review meeting**

The cause of poor performance will be investigated and established. You will be asked for an explanation. Where the reason is lack of required skills, where practicable you will be assisted with training and given a reasonable time to reach the required standard performance. As at a disciplinary meeting you have the right to be accompanied at a performance review meeting where your employment is at risk.

### **(b) Formal Warnings**

Where despite assistance you cannot reach the required standard the consequence of any failure to meet the required standard will be explained in writing as follows: -

## **ORAL WARNING**

You will be told the level of performance and improvement required and a realistic time limit for achieving that improvement and a consequence of failure to achieve or maintain the improvement.

## **FIRST WRITTEN WARNING**

You will be told the precise nature of the poor performance in writing, the level of performance and improvement required and a realistic time limit for achieving that improvement and warned of the consequence of failure to achieve or maintain the improvement.

## **FINAL WRITTEN WARNING**

If there is no improvement or insufficient improvement or it is not maintained for the period stated, you will be given a final written warning setting out the details as in a first written warning but with final warning that failure to improve this time may result in your dismissal.

## **LENGTH OF WARNING**

First written warnings will have a time limit of one month and a final written warning will have a time limit of two months. In each case we will specify the length of the warning but reserve the right to extend the length of it in appropriate circumstances.

## **DISMISSAL**

If there is still no improvement or insufficient improvement or it has not been maintained for the period stated above, then you may be dismissed with notice.

## **Appeals Procedure**

You have the right to appeal against a decision, arising from the procedure in exactly the same way as you can appeal against a disciplinary decision.

## **Performance Review and Appraisal generally**

It is a normal managerial function to monitor and evaluate an individual's performance of their job. The role of management necessarily includes taking appropriate action to ensure that employees are performing the duties that they are employed to do to the best of their abilities. Every effort will therefore be made to ensure that you have help and support when you need it. You are therefore encouraged to talk to your line manager and ask for help if you feel that you need it.

## Time off Work

### Annual Leave Policy & Procedures

Your entitlement to annual leave is set out in your contract of employment and is inclusive of all public holidays which must be taken as annual leave if not worked. The holiday year runs from 1<sup>st</sup> April to 31<sup>st</sup> March. No more than 5 annual leave days may be carried over from one holiday year to the next.

### Requesting Annual Leave

- Requests to take Annual Leave must be made with as much notice as is reasonably possible and ordinarily with at least fourteen days' notice in writing (via email) to your line manager in advance of the first day of the proposed leave.
- All Annual Leave requests must be approved by your manager who will have regard to the needs of the business and other scheduled absences of your team members, but no regard shall be given to the amount of time off already taken.
- You will have regard to your work responsibilities and shall ensure you have made arrangements for these to be covered during your absence.
- In considering how much time you are taking in any one holiday, both you and your manager need to consider the planned absence requirements of others and the needs of the Council.

### Unplanned Absences

If you are unexpectedly unable to work, you will report in as soon as reasonably practical. If sick leave is required, the current sick leave policy will apply.

### General provisions

- Holiday should not be used as a means of reducing core hours. i.e. someone paid to work five days per week will not be allowed to take one day's holiday every week as a means of reducing core hours to a four-day week.
- This policy does not replace the leave provisions for maternity, paternity, adoption, or parental leave. In these circumstances, holiday will accrue in the usual way.
- You must make a distinction between holiday and sick days and ensure we are informed as to which category your absence fits.
- If you wish to cancel any time booked off, you must do so as soon as possible so as to allow your colleagues to book the time off should they wish.

During periods of annual leave, you will be paid at your normal rate of pay. Hours worked in excess of your normal hours will not be included in holiday pay unless these additional hours are contractually guaranteed.

During the holiday year in which you start or finish working for us, your statutory holiday entitlement will be in proportion to the unexpired or elapsed part of the year. If you have taken more statutory holiday than you are then entitled to, when you leave we will reduce your final pay by the number of excess holiday days.



## **Public Holidays**

Annual leave should be taken for each and every UK Bank or Public holiday day on which you are not required to work.

We may require you to take holiday on specific days as notified to you. e.g. during quieter periods or on days when your place of work may be closed.

## **Time Off in Lieu (TOIL) Policy**

The Council recognises that on occasion it may be necessary for staff to undertake work outside of their normal working hours. Any agreement by staff to work additional hours is on a voluntary basis.

TOIL is defined as time taken off work by staff in recompense for additional hours worked outside of their normal working hours.

This policy does not form part of any staff member's contract of employment, and it may be amended at any time.

The purpose of this policy is to ensure that managers and staff are aware of and understand the Council's time off in lieu (TOIL) arrangements so that they are applied consistently.

This policy applies to all Council staff. It does not apply to agency workers, consultants, or self-employed contractors.

Staff who are paid at or below salary point 28 of the National Joint Council ("the NJC") for Local Government Services agreed pay scales, who work more than their normal working hours may, subject to the Town Clerk's approval, be reimbursed at the appropriate NJC rate for those hours or may take time off in lieu at a time to be agreed with the Town Clerk.

The Personnel Committee has overall responsibility for the effective operation of this policy and for ensuring compliance with the relevant statutory framework. The Town Clerk has delegated day-to-day responsibility for operating the policy and ensuring its maintenance and review.

All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with it and act in accordance with its aims and objectives.

## **Accruing TOIL**

To be successful, Felixstowe Town Council depends on the skills, energies, and commitment of its staff. Staff, on occasion, may need to work outside what are considered 'core' hours of work or beyond their contracted hours in order to meet the needs of the service. Without this goodwill, it would be impossible to provide a service that is quick to respond or cope with work demands.

TOIL allows staff to respond flexibly to unexpected service or personal needs. It also covers the occasional need to vary when services are provided, such as weekend workshops or seminars. In addition, if a staff member has an unexpected commitment in their personal life, time off can be agreed and made up at a later date.

TOIL is not a tool to be used to build up time to get extra days leave to be taken. Most duties should be carried out as part of normal working hours. Building TOIL should rarely happen. It

is to ensure that when staff attend meetings, events or undertake duties that extend beyond normal working hours, this time can be taken back.

TOIL should not result in changes to normal working arrangements, for example every Friday afternoon becoming a 'TOIL' afternoon or working through lunch times and leaving work early each day. The scheme must be used in the best interests of the service. Staff need to work together to make sure that Council duties are covered at all times.

Staff must seek approval in advance from their line manager or the Town Clerk for any time to be worked outside of normal working hours. If this is not practical for any reason, staff must contact the Town Clerk as soon as possible afterwards.

The Council realises that it is unlikely that the Clerk will be able to seek approval in advance for TOIL accrued and therefore places trust in the Clerk to ensure that where additional hours are worked and TOIL accrued, it is done so as a necessity and in a productive manner.

Time off must be equal to time actually worked: i.e. there is no provision for time-and-a-half, double time, etc – if you work two hours, you can claim two hours TOIL, regardless of whether the occasion is evening or weekend.

Staff will only be permitted to carry forward a maximum TOIL balance of one week's worth their normal working hours from one month to the next. Any further hours built up and not taken during the period will be lost.

Staff will be responsible for completing their own timesheets, recording any TOIL accrued or taken in each period, to be submitted to the Town Clerk monthly. The Town Clerk's timesheet must be made available to view by any Councillor on request.

Any suspected abuse of TOIL may be treated as a disciplinary matter.

### **Taking TOIL**

TOIL can only be taken if agreed, in advance, with the staff member's manager. Any requests will be considered in line with staffing levels and operational requirements. The Clerk will be responsible for allocating the use of their own TOIL at times when it is deemed suitable.

TOIL should be taken as soon as possible after accrual. One example of good practice is to come in later than the usual start time the day after attending an evening meeting to redeem any TOIL accrued.

All TOIL must be at a zero balance when you leave your job. Staff will not be paid in lieu of TOIL built up if this has not been taken by the final date of employment. Any TOIL hours remaining will be lost.

### **Working Time Regulations**

The Council has a duty to protect the health and safety of its staff by ensuring that they do not work excessive hours and that, where necessary for them to work additional hours, they are appropriately recompensed.

When agreeing the accrual of TOIL, the manager must ensure that the staff member's working hours adhere to the requirements of the Working Time Regulations. These regulations stipulate that staff cannot work more than 48 hours a week, normally averaged over 17 weeks. If the staff member's weekly working hours will exceed the 48 hours average, the manager

must ensure that the staff member completes an opt-out form. The opt-out form can be obtained from the Town Clerk and must be retained in the staff member's personnel file.

## **Absence from Work Due to Sickness or Injury**

### **Introduction**

What follows explains how we deal with absence from work due to injury or sickness. The rules set out below form part of your contract of employment. It is a condition of your employment that you abide by the rules of this scheme.

Any benefit whether SSP, sick pay or permission to be absent from work will only apply if you obey the rules applicable to that benefit. Please read this section carefully so that you understand exactly what you must do if sickness or injury prevents you from working.

### **Your Sick Pay**

If you are absent from work we shall pay you:

- (a) Statutory Sick Pay (**SSP**) provided that you satisfy the relevant requirements; and
- (b) Council sick pay in accordance with the provisions of this policy, provided that you comply with our procedures regarding sick leave and the Council's sick pay policy.

Your qualifying days for SSP purposes are Monday to Friday

You will be entitled to receive payment for periods of absence during any consecutive 12-month period from the first day of absence on the following basis:

- (a) During your probation period – SSP only.
- (b) Following your probation period and during your first year of service - your full salary (inclusive of any SSP due) for 1 month and (after completing 4 months service) thereafter half pay for 2 months;
- (c) During your second year of service – your full salary (inclusive of any SSP due) for 2 months and thereafter half pay for 2 months;
- (d) During your third year of service – your full salary (inclusive of any SSP due) for 4 months and thereafter half pay for 4 months;
- (e) During your fourth and fifth year of service – your full salary (inclusive of any SSP due) for 5 months and thereafter half pay for 5 months;
- (f) After five years' service – your full salary (inclusive of any SSP due) for 6 months and thereafter half pay for 6 months.

We reserve the right to withhold payment of Council sick pay if you fail to comply with the provisions of this policy.

You are not permitted to undertake any paid work for another employer or for any business whilst absent from work due to sickness or incapacity, without the express permission of the Council.

If a period of absence is or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify the Town Clerk and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any Council sick pay or other

payments we make to you in respect of that period except statutory sick pay shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

### **Authorised Absence from Work**

Any absence from work will only be authorised in the following cases:

- Absence due to genuine personal sickness or injury and you have complied with notification and evidence rules set out below to our satisfaction or:
- You had written prior permission to be absent from work or:
- Your absence is due to a genuine reason outside your control acceptable to us.
- Emergency.

We can withhold pay for all or part of any unauthorised absence.

### **Notification**

If you are absent from work for any reason, you must notify the Town Clerk of the reason for your absence as soon as possible but no later than 9.30am on the first day of absence.

You must give sufficient details about your illness or injury and indication as to when you expect to be able to return. You are expected to regularly update us throughout absence by telephone or post.

### **Evidence of Illness or Injury**

#### **Self-Certification**

If your absence lasts less than seven calendar days (including Saturday and Sunday) inclusive of the first day of absence, you must complete a self-certification form stating the reasons for your absence to our satisfaction and we will authorise your absence. No sick pay will be paid unless we have authorised your absence.

#### **Medical Certificates**

If you are absent for more than seven calendar days including Saturdays and Sundays (or as soon as you know you will be away from work more than seven calendar days) you must get a medical statement (Fit note) from your own doctor stating the reason for absence must be obtained at your own cost and supplied to the Town Clerk. Further certificates must be obtained if the absence continues for longer than the period of the original certificate.

### **Conduct during Absence due to Sickness or Injury**

You are expected to return to fitness and work as soon as possible. We would not expect anyone absent from work due to sickness or injury to: -

- Participate in sports, hobbies, or social activities inconsistent with the alleged illness or injury or which could aggravate it and delay recovery.
- Undertake any other work paid or unpaid.
- Engage in any work around the house in terms of home improvements or building and similar activity.
- Engage in any other activity inconsistent with your alleged illness or injury.

## **Holidays during Sickness**

Going away on a holiday (whether pre-booked or not) or taking part in other outside activities or attending, conferences, meetings, sports, or leisure activities during sick leave may be deemed to be a breach of our rules if it is inconsistent with your illness or injury and you may be subject to disciplinary action. However, the fact that you are on sick leave does not affect your entitlement to paid annual leave under the Working Time Regulations.

## **Medical Examinations**

You may be asked to come to work to discuss your absence when you are off sick, or we may visit you at home. You may also be required to submit to a medical examination during or after any absence from work due to sickness or injury. Should a doctor appointed by us require details of your medical history you will be required to give your written consent to giving him/her permission to contact your doctor (either GP or Consultant) for your medical records or for a medical report subject to your rights under the Access to Medical Records Act 1988 and Access to Health Records Act 1990.

You may be required to submit to a medical examination by an independent consultant at our expense and will be required to give your written consent to a report being sent to our doctor who will disclose to us any relevant details regarding your fitness to work. You will give your GP consent to liaise with our doctor regarding your case. All medical information will be kept confidential.

## **Light Work**

We have the right to require you to undertake any reasonable duties having due regard to the nature of any illness or injury including requiring you to attend for work and undertake alternative or light duties or work shorter hours for a period of time and we may offer a rate of pay applicable to the alternative duties or shorter hours.

## **Infectious / Contagious Diseases**

You must report to us as soon as possible if you come into contact with anyone suffering an infection or contagious disease or contract such a disease yourself. You may be required to come to work or to stay at home on full pay subject to medical advice.

## **Exclusions**

There is no entitlement to any sick pay (including, in some cases, SSP) where we are not satisfied that that you are genuinely incapable for work or entitled to sick pay because:

- You have entered false information on any form including a Self-Certification form.
- You have failed to follow this policy and rules.
- There are serious doubts about the circumstances surrounding your claims for sick pay.
- Your absence record is in our opinion excessive.

## **Loans during Periods of Absence**

If you are absent from work through injuries caused by the actionable negligence, nuisance, or breach of statutory duty of any third party in respect of which damages are recoverable you must inform us immediately. Any payment made for all or part of any absence under the sick pay scheme by us (other than SSP) shall be by way of a loan that must be repaid in full from monies recovered from the third party. If damages are settled on a proportionate basis we will require full details. The amount of any repayment required will be determined by us but will not exceed the actual damages recovered.

## **Statutory Absence**

We will authorise absence where required to do so by law for statutory purposes including Trade Union activities; duties of employee representatives, and safety representatives; time off to accompany fellow employees to disciplinary and grievance hearings; public duties; parental leave; time off for dependants; paternity leave; adoption leave; and maternity leave. Such absence will be paid or unpaid according to the relevant statutory provision.

## **Jury Service**

We will in accordance with the law release you for jury service when required to do so. However, you have no right to be paid during jury service. Any payment made during jury service shall be at our discretion and shall be by way of a loan which you shall repay by payment to us of such sums if any which you recover by way of financial loss allowance and subsistence allowance from the court.

## **Doctor and Dentist Appointments**

Wherever possible, non-emergency medical and dental appointments should be made outside normal working hours. The Council reserves the right to require you to make up any time lost where such appointments occur by working a corresponding additional amount of time on days and at times which are convenient to the Council.

## **Compassionate Leave**

Leave at our discretion (with or without pay) may be granted for bereavement of a close relative or family member or where a close relative or family member is seriously ill. This may be one day for bereavement and one day for attendance at a funeral.

## **An Explanation of Statutory Sick Pay**

### **Introduction**

Statutory sick pay (SSP) is paid by us as your Employer through the normal payroll for up to 28 weeks in any period of incapacity for work or linked periods.

### **Amount of SSP**

There is one rate of SSP payable for employees earning over the lower earnings limit set by the government. SSP is subject to deduction of income tax and class 1 National Insurance contributions and any other lawful deductions.

### **Eligibility for SSP**

All employees are eligible provided: -

- Your average weekly earnings are at least the lower earnings limit.
- You are incapable of work for four or more consecutive days including Saturdays and Sundays and public and Bank holidays. Sickness on these days must be reported whether or not you would normally work. Periods of incapacity for work (PIWs) separated by less than eight weeks count as one single period of incapacity. Spells of sickness lasting less than four days do not count and cannot be linked with earlier spells.
- You are sick on "qualifying days". Your qualifying days will be those normally worked under your contract of employment. The first three qualifying days in any PIW or linked PIWs count as waiting days and no SSP is payable. On the fourth qualifying day SSP becomes payable. If you receive sick pay from your Employer, you cannot receive SSP as well.
- You do not fall into any of the following categories on the first day of a PIW: -
  - Over 65 years of age.
  - Average weekly earnings over the last eight weeks less than the lower earnings limit set by the government.
  - Your PIW links with a claim for certain Social Security benefits.
  - You have just started work and have done no work for us when you fall sick.
  - You fall sick when away from work due to a trade dispute.
  - You are pregnant and fall sick within the disqualifying period.
  - You have already received 28 weeks SSP in a single PIW or linked PIWs.
  - You are in prison or being held by the police or other lawful authorities.

### **Purpose of SSP**

It can only be paid when you are genuinely ill and incapable of coming to work. We may be entitled to investigate your reasons for absence before making payments of SSP to you.



## **Employment and support allowance (ESA)**

You may be eligible to receive state Employment and support allowance (ESA). The rates differ from SSP, and they are not paid at a flat rate and subject to tax. If you receive any state benefits, you must inform us as they will normally be deducted from your pay.

## **Authorisation of SSP**

SSP may be withheld if there is any reason to believe you are not ill or your injury or illness does not prevent you from working. If you fail to comply with any rules you may not receive SSP. Government regulations contain a Right of Appeal to an adjudication officer at the DWP if you believe your SSP has been withheld incorrectly.

## **Leavers**

If you are sick when you leave our employment you may request we supply you with a statement relating to the payment of SSP, which you should give to any new Employer if you obtain new employment within eight weeks of receiving it.

## **Records**

We are obliged to keep records for three years from the end of each tax year showing the dates of each reported PIW and details of SSP paid to each employee.

## **DWP Inspections**

DWP inspectors are empowered to make spot checks to ensure we are correctly applying SSP rules and investigate the circumstances of individual cases.



## Family Friendly Policies

### Time Off for Dependants

You have the right to take a reasonable period of time off work to deal with an emergency involving a dependant.

This right is to enable you to deal with an unexpected or sudden problem and make any necessary longer-term arrangements:

- if a dependant falls ill or has been involved in an accident or assaulted, including where the victim is hurt or distressed rather than injured physically;
- when a partner is having a baby;
- to make longer term care arrangements for a dependant who is ill or injured;
- to deal with the death of a dependant; for example, to make funeral arrangements or to attend a funeral;
- to deal with an unexpected disruption or breakdown in care arrangements for a dependant; for example, when the child-minder or nurse fails to turn up;
- to deal with an incident involving the employee's child during school hours; for example, if the child has been involved in a fight or is being suspended from school.

A dependant is your partner, child or parent, or someone who lives with you as part of your family. For example, this could be an elderly aunt or grandparent who lives in the household. It does not include tenants or boarders living in the family home, or somebody who lives in the household as an employee, for example, a live-in housekeeper.

In cases of illness, injury or where care arrangements break down, a dependant may also be someone who reasonably relies on you for assistance. This may be where you are the primary care giver or the only person who can help in an emergency.

In most cases, the amount of leave which the law entitles you to will be one or two days at the most, but this will depend on individual circumstances. You may be able to take a longer period of leave if we agree.

The right to time off for dependants does not include a right to be paid during your time off.

You must tell us as soon as possible about your absence, the reason for it and how long you expect to be away from work. If you are prevented from telling us due to the nature of the emergency, you must explain the reason for the absence on your return to work.

This right is intended to cover unforeseen matters. If you know in advance that you are going to need time off, you may be able to arrange to take this time as part of your annual holiday entitlement.

## Parental Leave

The right to parental leave applies to you when you have completed 12 months' service with us.

It allows parents with children under the age of 18 years to take 18 weeks' unpaid parental leave to care for each child. The right applies to mothers and fathers and to a person who has obtained formal parental responsibility for a child under the Children Act or its Scottish equivalent.

Parents are able to start taking parental leave when the child is born or placed for adoption or as soon as they have completed one year's service, whichever is later.

The key elements of parental leave are:

- 18 weeks' parental leave for each child up to their 18<sup>th</sup> Birthday
- 18 weeks leave for parents of disabled children;
- 18 weeks' parental leave for each child eligible for disability living allowance.
- a right to take parental leave which lasts until the child's 18th birthday or until 18 years have elapsed following placement in the case of adoption.
- you will remain employed while on parental leave, but you do not have the right to be paid during parental leave;
- at the end of parental leave you are guaranteed the right to return to the same job as before, or, if that is not practicable, a similar job which has the same or better status, terms, and conditions as the old job; where the leave taken is for a period of 4 weeks or less, you will be entitled to go back to the same job.
- Parental leave can be carried over from one employer to another, for example, if you use 10 weeks with a previous employer you will be able to take up to 8 weeks with your new employer

You can take parental leave

- in blocks or multiples of one week; "A week" equals the amount of time an employee normally works in a week.
- after giving 21 days' notice to the Council giving a start and end date for the leave.
- up to a maximum of four weeks leave in a year;
- Subject to postponement by the Council for up to 6 months where business cannot operate effectively without you.
- leave cannot be postponed when the employee gives notice to take it immediately after the time the child is born or is placed with the family for adoption.

If you are the parent of a disabled child you have the flexibility to take leave a day at a time or longer if you wish. A disabled child is a child for whom disability living allowance is awarded.

When you begin your employment we may make enquiries of your previous Employer or seek a declaration from you about how much parental leave you have already taken.

## **Having a Baby**

New rules affecting the right to time off for parents having a baby came into effect 1<sup>st</sup> December 2014 and apply to eligible parents where a baby is due, or a child is placed for adoption on or after 5<sup>th</sup> April 2015.

Qualifying mothers and adopters continue to be entitled to maternity and adoption rights, but they may also be able to choose to end this early and exchange it for Shared Parental leave and pay. They and their named partner will then need to decide how they want to share this new entitlement.

Two weeks of paternity leave continues to be available to qualifying fathers and the partner of a mother or adopter. However, shared parental leave has replaced Additional Paternity leave entitlement.

You are not entitled to paid parental leave where a child is born through surrogacy; however, you may be eligible for unpaid parental leave instead.

## **Shared Parental leave**

Shared Parental Leave is designed to give parents more flexibility in how to share the care of their child in the first year following birth or adoption. Parents will be able to share a pot of leave and can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child.

To qualify, the mother or adopter must be entitled to some form of maternity or adoption entitlement, have given notice to curtail it and must share the main responsibility for caring for the child with the named partner. For a parent to be eligible to take Shared Parental Leave they must be an employee and they must pass the continuity of employment test. In turn, the other parent in the family must meet the employment and earnings test.

- Continuity of employment test: the person must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and is still employed in the first week that Shared Parental Leave is to be taken.
- Employment and earnings test: the person must have worked for at least 26 weeks in the 66 weeks leading up to the due date and have earned above the applicable maternity allowance threshold in 13 of the 66 weeks.

Where both parents satisfy these tests they will both be able to share the leave. However, a family can still use Shared Parental Leave even when only one parent actually meets the eligibility criteria. For example, a self-employed parent will not be entitled to take Shared Parental Leave, but they could still pass the employment and earnings test allowing the other parent in the family to qualify.

Shared Parental Leave may be taken at any time within the period which begins on the date the child is born/date of the placement and ends 52 weeks after that date.

An employee is entitled to submit three separate notices to book leave. Leave must be taken in complete weeks and may be taken either in a continuous period, which the Council must agree to, or may be requested over a discontinuous period, which the Council can refuse.

If a request for discontinuous leave is refused, then the total amount of leave requested in the notice will automatically become a continuous block unless it is withdrawn.

### **Statutory Shared Parental Pay**

Statutory Shared Parental Pay is currently paid at the Government prescribed rate or 90% of your average weekly earnings (whichever is lower). This rate will be reviewed by Government and amended from time to time.

If the mother or adopter curtails their entitlement to maternity/adoption pay or maternity allowance before they have used their full entitlement, then Statutory Shared Parental Pay can be claimed for any remaining weeks.

To qualify for Statutory Shared Parental, pay a parent must pass the continuity of employment test and have earned an average salary of the lower earnings limit for the 8 weeks prior to the 15th week before the expected due date or matching date. The other parent in the family must meet the employment and earnings test.

### **Ordinary maternity leave**

A pregnant employee has the right to both 26 weeks of ordinary maternity leave as well as 26 weeks of additional maternity leave. To qualify for maternity leave, an employee must tell the Council by the end of the 15th week before the expected week of childbirth:

- that she is pregnant
- the expected week of childbirth, by means of a medical certificate if requested
- the date she intends to start maternity leave. This can normally be any date which is no earlier than the beginning of the 11th week before the expected week of childbirth up to the birth. It is best to advise the employer as soon as possible.

Once notification has been given to the Council will write to you, within 28 days of your notification, setting out your return date. You may change the date on which you intend your ordinary maternity leave period to start as long as you give us 28 days advance warning of the new date if it is reasonably practicable to do so.

All pregnant employees are entitled to reasonable time off with pay for antenatal care made on the advice of a registered medical practitioner, which may include relaxation classes and parent-craft classes. Except for the first appointment, employees should provide evidence if requested, an appointment card or other documents showing that an appointment has been made.

The notification of the date on which you intend your ordinary maternity leave period to start, should not specify a date earlier than the beginning of the eleventh week before the expected week of childbirth.

Where your ordinary maternity leave period commences with the day that follows the first day after the beginning of the fourth week before the expected week of childbirth on which you are absent from work wholly or partly because of pregnancy you do not have to notify us

of the start date of your intended ordinary maternity leave. You are not entitled to ordinary maternity leave unless you do notify us as soon as is reasonably practicable that you are absent from work wholly or partly because of pregnancy.

Where your ordinary maternity leave period commences with the day on which childbirth occurs you do not have to notify us of the intended start date of your ordinary maternity leave, but you are not entitled to ordinary maternity leave unless you notify us in writing as soon as is reasonably practicable after the birth of the fact that you have given birth and the date that this occurred.

We request that all notifications of your pregnancy and the intended date of your maternity leave should be made in writing using our Maternity Leave Notification Form. We will write to you within 28 days of receipt telling you the date when we expect you to return to work at the end of your ordinary maternity leave or if you are so entitled your ordinary maternity leave followed by additional maternity leave.

### **Notification of return to work**

If you wish to return to work **before** the end of your maternity leave (both ordinary and additional) you must give the Council 28 days' notice (which does not have to be in writing). If you do not do so we can postpone your return so that 28 days' notice has been given provided that the postponed date of return is no later than the date that your maternity leave would otherwise have ended.

### **Additional maternity leave**

If you are entitled to ordinary maternity leave and have been continuously employed for not less than 26 weeks at the beginning of the 15th week before the expected birth, you are entitled to Additional maternity leave, or you may choose shared parental leave with your partner.

### **Commencement of maternity leave**

Ordinary maternity leave commences on the last date you notify us is your intended start date, or if earlier the day that follows the first day after the beginning of the fourth week before the expected week of childbirth on which you are absent from work wholly or partly because of pregnancy. If your ordinary maternity leave has not started when the birth occurs, it commences on the day that follows the day on which the birth occurs. Additional maternity leave commences on the day after the last day of your ordinary maternity leave.

### **Duration of maternity leave**

Ordinary maternity leave continues for 26 weeks from commencement or until the end of any compulsory maternity leave after that date. Additional maternity leave continues for a further 26 weeks at the end of your Ordinary maternity leave. If you are dismissed during maternity leave the maternity leave ends at the time of dismissal.

### **Continuation of your contract of employment**

During maternity leave your contract of employment continues and you are entitled to the benefit of those terms and conditions which would have applied to you had you not been absent and having been pregnant or given birth except your right to receive your wages or salary. You are also bound by your obligations under your contract of employment subject to your right to take maternity leave. During maternity leave not all your terms and conditions

will apply but the implied term of good faith, confidentiality, and any term about acceptance of gifts and other benefits, or non-participation in another business will still be effective as will your redundancy rights and entitlement to give and receive notice of termination of the contract and any contractual terms relating to disciplinary and grievance procedure.

### **Return to work at the end of maternity leave**

- Ordinary maternity leave:

You are entitled to return to the job you did before your period of leave on no less favourable terms than before with your seniority and pension rights preserved as if you had not been absent.

- Additional maternity/shared parental leave:

You are entitled to return to the job you did before your period of leave or if it is not reasonably practicable for us to let you return to that job, to another job which is both suitable and appropriate for you and on no less favourable terms than before with your seniority and pension rights preserved as if you had not been absent.

### **Redundancy during maternity leave**

If during your maternity leave it is not practicable for us to employ, you under your existing contract of employment due to redundancy you are entitled to be offered an alternative job at the end of your existing contract if there is a suitable vacancy for a job which is for work which it is appropriate for you to do and on terms no less favourable than your existing terms and conditions. The alternative job may be with a successor, an associated Employer or us.

### **Pay during maternity leave**

You are not entitled to receive your wages or salary, but you are entitled to Statutory Maternity Pay ("SMP") according to the following rules:

In order to qualify for SMP you must satisfy the following criteria:

- a) You must have completed 26 weeks' continuous employment with us by the end of the fifteenth week before your expected week of childbirth.
- b) You must still be pregnant or have had your baby by then at the beginning of the eleventh week before the expected week of childbirth.
- c) Your earnings must be more than a lower earnings limit for National Insurance payment purposes.
- d) You must have started a period of maternity leave.
- e) You must have given us notification of your pregnancy.

SMP is payable for a maximum period of 39 weeks and is subject to deductions for tax, National Insurance, and any of your deductions which we may legally make.

SMP is payable for 39 weeks; for the first six weeks it is paid at 90 percent of the average weekly earnings. The following 33 weeks will be paid at the SMP rate or 90 per cent of the average weekly earnings whichever is the lower. The SMP rate from April 2017 is £140.98 per week. The standard rate for SMP is reviewed every April.

Women who do not qualify for Statutory Maternity Pay may be entitled to Maternity Allowance, paid by the Benefits Agency, for up to 39 weeks. To qualify, they must have been employed or self-employed for 26 weeks out of the 66 weeks before the expected week of childbirth.

You may also be eligible for a Sure start maternity grant, payable by the Government, currently £500 if this is your first child. You must claim the grant within 11 weeks of the baby's due date, or within 3 months of the baby's birth.

## **Health and Safety**

If you are pregnant and employed in a position which has been identified as posing a risk to your health or to that of your unborn child you will be notified immediately, and arrangements will be made to eliminate the risk.

For this reason, you are required to notify us as soon as you are aware that you may be pregnant, and arrangements will then be made to alter your working conditions or if that is not possible and such a job is available to offer you a suitable alternative job. If there is no suitable alternative job, we have the right to suspend you on full pay until you are no longer at risk. The alternative arrangements may continue after the birth of the child if you return to work and are still considered to be at risk.

If you have concern about your own health or safety at any time, please consult the Town Clerk immediately.

Should it be necessary for you to be suspended from work then assuming that you qualify for the statutory rights mentioned above and comply with the notification obligations your period of maternity leave will normally start at the beginning of the sixth week before the expected week of childbirth. Assuming you are eligible, then at that stage, payments of SMP as opposed to normal salary will start.

## **Compulsory maternity leave**

We cannot permit you to work during the period of 2 weeks that commences on the day of childbirth.

## **Paternity Leave**

If you are a father to be or will share the responsibility with a partner for bringing up a child, you may have the right to Statutory Paternity Leave and Pay. This includes those who are adopting a child.

Paternity leave is available to employees who:

- have or expect to have responsibility for the child's upbringing
- are the biological father of the child or the mother's husband or partner (including same sex relationships)
- have worked continuously for their employer for 26 weeks ending with the 15th week before the baby is due or the end of the week in which the child's adopter is notified of being matched with the child
- give the correct notice.



Employees should tell the Council as soon as possible that they wish to take paternity leave, but no later than the end of the 15th week before the expected week of childbirth. They should say when the baby is due, if they're going to take one or two weeks off, and when they expect their paternity leave to start. Those who are eligible can choose to take either one week or two consecutive weeks' paid paternity leave (not odd days). Employees may be entitled to Statutory Paternity Pay which is paid at the Government prescribed rate or 90 per cent of your average weekly earnings if that is less.

Employees will need to take their paternity leave within 56 days of the actual date of birth of the child. Paternity leave cannot start until the birth of the baby; employees may be able to take some annual leave before.

Fathers and partners of pregnant women are entitled to unpaid time off to attend two ante-natal appointments.

We require that you provide an SC3 or SC4 self-certificate as evidence that you meet these eligibility conditions.

### **Length of paternity leave**

If eligible you are entitled to choose to take either one week or two consecutive weeks' paternity leave (not odd days). You decide whether to have just one week or a fortnight. You cannot take a week at one time and another week later.

You can choose to start the leave:

- after the date of the child's birth (whether this is earlier or later than expected), or,
- from a chosen date.

Leave can start on any day of the week on or following the child's birth but must be completed:

- within 56 days of the actual date of birth of the child, or
- 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.

Only one period of leave will be available to you irrespective of whether more than one child is born as the result of the same pregnancy.

### **Statutory Ordinary Paternity Pay**

During their paternity leave, you will be entitled to Statutory Ordinary Paternity Pay (SOPP) from us.

Statutory Ordinary Paternity Pay will be paid by for either one or two consecutive weeks as you have chosen. The rate of Statutory Ordinary Paternity Pay will be the same as the standard rate of Statutory Maternity Pay.

However, if you have average weekly earnings below the Lower Earnings Limit for National Insurance purposes you will not qualify for SPP.



## **Notice of intention to take paternity leave**

You must tell us of your intention to take paternity leave by the fifteenth week before the baby is expected unless this is not reasonably practicable. You must tell us as soon as it is reasonably practicable.

We need to know:

- the week the baby is due;
- whether you wish to take one- or two-weeks' leave;
- when you want the leave to start.

You can change your mind about the date on which you want the leave to start providing you tell us at least 28 days in advance (unless this is not reasonably practicable). We also need to know the date you expect any payments of SOPP to start at least 28 days in advance unless this is not reasonably practicable.

## **Self-Certificate**

You must give us a completed SC3 or SC4 self-certificate as evidence of your entitlement to SPP and paternity leave. The self-certificate must include a declaration that you meet the eligibility conditions and provide the information specified above as part of the notice requirements. A self-certificate form is available on request from us. The SC3 applies where you are the child's father and if the child is adopted you should use an SC4.

## **Contractual benefits**

You are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to wages or salary (unless your contract of employment provides otherwise) throughout your paternity leave. However, most of you will be entitled to SPP for this period.

## **Return to work after paternity leave**

You will be entitled to return to the same job following paternity leave.

## **Shared parental Leave for fathers**

Shared parental leave is a new right that will enable eligible mothers, fathers, partners, and adopters to choose how to share time off work after their child is born or placed. This could mean that the mother or adopter shares some of the leave with her partner, perhaps returning to work for part of the time and then resuming leave at a later date.

The options to use the new Shared Parental Leave rights will apply for parents who meet the eligibility criteria, where a baby is due to be born on or after 5 April 2015, or for children who are placed for adoption on or after that date. (See Parental leave section above)

Additional paternity leave and pay is no longer available for babies born after 5 April 2015.

## **Adoption leave**

Qualifying employees who have been matched with a child may take up to 52 weeks' adoption leave and may be entitled to 39 weeks of statutory adoption pay. If a couple jointly adopt a child, one may take adoption leave and the other parent may be able to take paternity leave or shared parental leave.

- The main adopter will be able to take paid time off for up to five adoption appointments. The secondary adopter will be entitled to take unpaid time off for up to two appointments.
- Adoption leave is a "day one" right there is no qualifying period.
- Statutory Adoption Pay - the first six weeks will be paid at 90% of the employee's normal earnings.
- Some surrogate parents will become eligible for adoption leave.

Adoption leave may be taken:

- When a child starts living with the employee or up to 14 days before the placement date (UK adoptions).
- When an employee has been matched with a child by a UK adoption agency.
- When the child arrives in the UK or within 28 days (overseas adoption).

## **Protection from detriment and dismissal**

The law protects you from suffering unfair treatment or dismissal for taking or seeking to take adoption or paternity leave.

## **Adoption leave and pay**

You can also take paid leave when a child is newly placed for adoption in a similar way to the right of maternity/ paternity leave.

Adoption leave and pay will be available to:

- individuals who adopt;
- one member of a couple where a couple adopt jointly (the couple may choose which partner takes adoption leave).

The partner of an individual who adopts, or the other member of a couple who are adopting jointly, may be entitled to paternity leave and pay.

Both paid adoption leave, and paid paternity leave are available where an approved adoption agency notifies the adopter of a match with a child.

To qualify for adoption leave, you must:

- be newly matched with a child for adoption by an approved adoption agency;

- have worked continuously for us for 26 weeks leading into the week in which you are notified of being matched with a child for adoption.

Adoption leave and pay is not available in circumstances where a child is not newly matched for adoption, for example when a stepparent is adopting a partner's children.

Adopters are entitled to up to 26 weeks' ordinary adoption leave followed immediately by up to 26 weeks' additional adoption leave - a total of up to 52 weeks' leave.

Ordinary adoption leave is normally paid leave.

You can choose to start leave:

- from the date of the child's placement (whether earlier or later than expected), or;
- from a fixed date which can be up to 14 days before the expected date of placement.

Leave can start on any day of the week.

Only one period of leave will be available irrespective of whether more than one child is placed for adoption as part of the same arrangement.

If the child's placement ends during the adoption leave period, the adopter will be able to continue adoption leave for up to eight weeks after the end of the placement.

### **Statutory Adoption Pay**

During their adoption leave, most adopters will be entitled to Statutory Adoption Pay.

Statutory Adoption Pay will be paid for up to 26 weeks. The rate of Statutory Adoption Pay will be the same as the standard rate of Statutory Maternity Pay

Adopters who have average weekly earnings below the Lower Earnings Limit for National Insurance Contributions will not qualify for SAP.

### **Notice of intention to take adoption leave**

You required to inform us of their intention to take adoption leave within 7 days of being notified by their adoption agency that you have been matched with a child for adoption unless this is not reasonably practicable.

We need to know:

- when the child is expected to be placed with you, and,
- when you want their adoption to leave to start.

You can change your mind about the date on which you want leave to start providing you tell us at least 28 days in advance (unless this is not reasonably practicable). You have to tell us the date you expect any payments of SAP to start at least 28 days in advance unless this is not reasonably practicable.

We have 28 days in which to respond to notification of your leave plans and will then 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.

### **Matching certificate**

You have to give us a 'matching certificate' – from the adoption agency as evidence of entitlement to SAP and adoption leave. You should ask their adoption agency for a matching certificate which will include basic information on matching and expected placement dates.

### **Contractual benefits**

You are entitled to the benefit of your normal terms and conditions of employment, except for terms relating to wages or salary (unless your contract of employment provides otherwise) throughout the 39-week ordinary adoption leave period. However, most adopters will be entitled to SAP during this period.

During additional adoption leave, the employment contract continues, and some contractual benefits and obligations remain in force, for example compensation in the event of redundancy and notice periods.

### **Return to work after adoption leave**

Adopters who intend to return to work at the end of their full adoption leave entitlement will not have to give any further notification to their Employers.

Adopters who want to return to work before the end of their adoption leave period must give 28 days' notice of the date they intend to return.

### **Paternity leave and pay (adoption)**

Following the placement of a child for adoption, the right to paternity leave and pay will give eligible employees the right to take paid leave to care for their new child or support the adopter.

### **Flexible working policy**

All employees are entitled to apply for flexible working arrangements.

### **Eligibility**

In order to make a request you must:

- be an employee;
- have worked for the same employer continuously for 26 weeks at the date the application is made;
- not have made another application to work flexibly under the right during the past 12 months.

## Scope of a request

If you are eligible you may request:

- a change to the hours you work;
- a change to the times when you are required to work;
- to work from home.

## The procedure

The procedure is that you have to make an application in writing. You can make only one application a year under the right, and if we accept the application this will mean a permanent change to your terms and conditions of employment.

It will be important therefore that, before making a formal application, you give very careful consideration to which working pattern will best meet your needs; any financial implications it might have in cases where the desired working pattern will involve a drop in salary; and any effects it will have on the business and how these might be accommodated.

Within 28 days we have to either agree to your application or arrange to meet with you to explore the desired work pattern in depth, and to discuss how best it might be accommodated. It will also provide an opportunity to consider other alternative working patterns should there be problems in accommodating the desired work pattern outlined in the application.

You can if you wish, bring a companion to the meeting.

Within 14 days after the date of the meeting we will write to you to either agree to a new work pattern and a start date; or to provide clear grounds as to why the application cannot be accepted and the reasons why the grounds apply in the circumstances.

We are allowed to refuse your application if we consider that one or more of the following grounds apply:

1. the burden of additional costs;
2. detrimental effect on ability to meet customer demand;
3. inability to re-organise work among existing staff;
4. inability to recruit additional staff;
5. detrimental impact on quality;
6. detrimental impact on performance;
7. insufficiency of work during the periods you propose to work;
8. planned structural changes,

You have the right to appeal our decision within 14 days of it being notified to you. The appeal process is designed to be in keeping with the overall aim of the law of encouraging both parties to reach a satisfactory outcome at the workplace.

You also have a right to pursue the application further at an Employment Tribunal in some circumstances.

## **In summary**

The law now gives all employees, not just those with children, a legal right to ask to vary their contract if you want to do this you can follow the legal procedure explained above.

However, as an equal opportunities Employer we are very much aware of the need to be flexible when circumstances require it and particularly where childcare obligations affect our staff. Whatever your reason for requesting flexible working, we will always try to work with you so that you are able to perform your job and your family obligations as efficiently as possible.

There may be many situations where a permanent change to your work pattern is unnecessary but a flexible attitude to working arrangements will help you.

We always like to encourage our staff to liaise with us if problems arise and of course if you feel that you have not been fairly treated we have a grievance procedure to enable problems to be resolved.

# Council Operating Policies

## Equal Opportunities and Dignity at Work Policy

### Policy and Objectives

We are committed to the principle of equal opportunities in employment. We are opposed to any form of less favourable treatment or financial reward through direct or indirect discrimination, harassment, victimisation to employees or job applicants on the grounds of race, religious beliefs, political opinions, creed, colour, ethnic origin, nationality, marital/parental status, sex, sexual orientation, or disability and to any form of less favourable treatment on the grounds of handicap or age.

We recognise our obligations under the Sex Discrimination Act, The Equal Pay Act, Article 119 of the Treaty of Rome, The Race Relations Act and The Codes of Practice published by the Equal Opportunities Commission, the Commission for Racial Equality, and the European Commission;

- (a) For the elimination of discrimination on the grounds of sex or marital status and for the promotion of equal opportunity in employment.
- (b) For the elimination of racial discrimination and the promotion of equal opportunity in employment.
- (c) For the elimination of discrimination in pay between men and women who do the same work, or work of a similar nature or work of equal value.
- (d) For the elimination of discrimination on the grounds of religion or beliefs.

### Employment Practices

You have a personal responsibility to adhere to the principles of equal opportunity and maintaining racial harmony. We will actively promote equal opportunities in our business to ensure that individuals receive treatment that is fair and equitable and consistent with their relevant aptitudes, potential skills, and abilities. Employees will be recruited and selected, promoted, and trained on the basis of objective criteria. Sexual, racial, and other forms of harassment will not be tolerated.

We will treat unfair discriminatory conduct by any member of staff as a disciplinary offence.

### Monitoring and Review Arrangements

We will regularly monitor our policies to ensure that we pursue an effective policy of equal opportunity.

### Grievance and Disciplinary Procedures

We will ensure that any employee who feels that he or she has been treated unfairly or subjected to direct or indirect unfair discrimination can raise the matter through the appropriate grievance procedure when every effort will be made to secure a satisfactory resolution. Any employee making a complaint of unfair discrimination will be protected from any victimisation in any form.

#### Training

We will train, develop, and promote on the basis of merit and ability and encourage employees and applicants from all races.

## **Rehabilitation of Offenders**

We will not discriminate against anyone who has a spent conviction under the Rehabilitation of Offenders Act 1974.

## **Equal Pay**

Men and women are entitled to be paid equally without any bias on the grounds of sex and that this right is set out in the Treaty of Rome and is enforceable under UK Law.

All reasonable steps will be taken to ensure that male and female staff receive equal pay for the same work and for work rated as equivalent and for work of equal value.

## **Harassment at work**

Harassment is unsolicited and unwelcome workplace behaviour that adversely affects the dignity of the recipient. Where such behaviour is motivated by gender, marital status, race, colour, national or ethnic origin, nationality, or disability it also amounts to infringement of equal employment opportunity.

We are committed to ensuring that no harassment or victimisation at work, whatever the motivation, is overlooked or condoned. Such behaviour can range from extreme forms such as violence or bullying to less obvious actions like practical jokes and ridiculing colleagues or subordinates.

Conduct becomes harassment if it persists after the recipient has made clear that it is regarded as offensive, although a single offensive act can amount to harassment if it is so serious as to be obviously offensive towards the recipient.

Any form of harassment is a potential disciplinary matter.

## **Sexual harassment at work**

Sexual harassment is a particular form of harassment. It is conduct at work directed towards an employee by another employee or group of employees which is of a sexual nature, or which is based on a person's sex, and which is regarded as unwelcome or offensive to the recipient.

The following examples illustrate the sort of conduct that may be treated as sexual harassment:

- (a) Unwanted physical contact or conduct which is intimidating, or physically or verbally abusive. Harassment can also be non-verbal, for example, staring or gestures;
- (b) Suggestions that sexual favours may further a person's career, or refusal may hinder it;
- (c) Sexual advances, propositions, suggestions, or pressure for sexual activity at or outside work;
- (d) Derogatory or demeaning remarks based on gender, or the display of sexually explicit material in the workplace.

Sexual harassment is a denial of equal employment opportunity and has the effect of insulting and demeaning the employee who is harassed.

## **Racial Discrimination**



Racial harassment is a particular form of harassment. It is conduct at work directed towards an employee by another employee or group of employees which is of a racial nature, or which is based on a person's race, colour, or origins, and which is regarded as unwelcome or offensive to the recipient.

The following are examples that illustrate the sort of conduct that may be treated as racial harassment:

- (a) Jokes about race.
- (b) Offensive names used.
- (c) References to people by offensive racist descriptions.
- (d) Verbal or physical abuse because of a person's race or colour.
- (e) Detrimental behaviour because of a person's race.
- (f) Denial of opportunity because of race.

This policy applies to verbal and physical actions as well as any other form of communication including electronic communication such as text messages, emails, and faxes as well as written communications.

If you believe you are the subject of harassment you should make a formal complaint. Depending on the seriousness of the allegation, the alleged harasser may be suspended on full pay while the matter is being investigated under our disciplinary procedures.

The aim throughout is to resolve the complaint of harassment sensitively, impartially, effectively, and quickly.

There will be no victimisation of any employee for making or supporting or assisting a complaint of harassment – even if the complaint is not upheld – provided the action was taken in good faith.

Felixstowe Town Council is an equal opportunity employer and is fully committed to a policy which treats all its employees and job applicants equally.

We will,

- (a) Take all reasonable steps to employ, train and promote employees on the basis of their experience, abilities, and qualifications without regard to race, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, marital status, age, or disability.
- (b) We will also take all reasonable steps to provide a work environment in which all employees' race, colour, ethnic origin, nationality, national origin, religion or belief, sex, sexual orientation, marital status, age, or disability is accommodated.

Felixstowe Town Council will not condone any form of harassment, whether engaged in by employees or by outside third parties who do business with the Council.

## **Policy Relating to Disability**

### **Introduction**

The law prevents discrimination against disabled people at work. We have set out our policy on disability for your guidance and to ensure that we comply with our legal responsibilities to disabled people.

Any employee who believes that he or she has been unfairly discriminated against for reasons related to their disability can use the grievance procedure.

Disciplinary action will be taken against any employee who is found to have committed an act of discrimination. Serious breaches of policy will be taken as gross misconduct.

### **Recruitment**

Recruitment is on the sole basis of the applicant's abilities. A disability will not of itself justify the non-recruitment of an applicant.

Reasonable adjustments to the application procedures will be made as required to ensure that applicants are not disadvantaged because of disability.

No applicant will be considered unsuitable for appointment or less suitable than another applicant unless full consideration has been given as to whether a reasonable adjustment can be made which will counteract the effect of his or her disability upon his or her suitability.

### **Induction**

When a disabled employee commences employment we will, in consultation with the disabled employee ensure that such reasonable adjustments are made as required to enable him or her to work safely and effectively and to secure equal access to the benefits of employment.

Where we do not have the relevant expertise to resolve the problem we will where required consult an outside specialist.

### **Training and Career Development**

All employees have equal rights to training promotion and other aspects of career development based purely on their abilities. Promotion and training will be made accessible to disabled employees by such adjustments as are reasonable.

### **Benefits**

Disabled employees have equal access to all benefits and facilities and reasonable adjustments will be made where necessary.

### **Harassment**

Harassment of disabled employees will be a disciplinary offence and may constitute gross misconduct.

## **Retention**

As part of our commitment to equal opportunities for disabled people we will ensure that all reasonable measures are taken to retain disabled employees in employment.

We will make such adjustments as are reasonable to enable a disabled employee to carry out his or her duties. This will include but is not limited to consideration of the provision of specialist equipment, job re-design, re-training, flexible hours, remote working and/or re-deployment.

## **Adjustment**

The prime responsibility for arranging the appropriate adjustment will lie with the Council who will at all times consult with the employee concerned whose agreement will be sought. The expertise of the disabled person concerning his or her own disability will be recognised.

Where required an outside specialist may be consulted.

Once an adjustment has been made it may need to be reviewed at agreed intervals to assess its continuing effectiveness.

## **Action Plan - Removal of Barriers**

An action plan will be drawn up in consultation with the staff indicating which actions will be taken over a certain period of time to remove barriers to disabled people from the working environment and who has responsibility for various aspects of the plan and how it will be monitored.

The plan will address physical access to the premises, access to benefits of employment, terms and conditions of employment, recruitment and arrangements for recruitment, performance assessment, promotion, and retention.

## Health & Safety Policy

### Health and Safety Policy Statement

All workers have a right to work in places where risks to their health and safety are properly controlled. Health and safety is about stopping you getting hurt at work or ill through work. In accordance with The Health and Safety at Work Act (1974) Felixstowe Town Council and its employees have a duty to take reasonable care to avoid injury to themselves and other by their work activities and must co-operate in meeting statutory requirements of the Act.

The law requires Felixstowe Town Council to:

- (a) Provide an environment that is safe
- (b) Provide an adequate environment as directed by law and maintain equipment, premises and systems of work which are safe and do not endanger health
- (c) Provide safety information and instructions
- (d) Provide and maintain safe access to and exit from the building

Also under the law duties are imposed to all employees, contractors, and visitors to:

- (a) Take reasonable care of their own Health and Safety at work
- (b) Co-operate with any actions that their employer might take to comply with the law
- (c) Avoid placing other people at risk
- (d) Report any work situation, which might represent a serious or imminent danger

Felixstowe Town Council Limited will plan, manage, and coordinate work to make sure that risks are properly controlled under:

- (a) The Management of Health and Safety at Work Act (1974) and Regulations (1999)
- (b) The Fire Precautions Act (1971) and Fire Precautions (Workplace) Regulations (1999)

Felixstowe Town Council's Health and Safety Policy will set out the arrangements that are needed to manage health and safety of councillors, employees, and visitors.

This will include:

- Accident/Incident reporting
- Competent Persons
- Electricity and Power
- Environment
- Emergency Evacuation Procedures
- Fire Safety
- Fire Marshalls
- First Aid
- Good House keeping
- Reporting of injuries, disease, and dangerous occurrences (RIDDOR)
- Risk Assessments
- Slips, trips, and falls
- Smoking policy

### Hierarchy of Control

The overall responsibility for Health and Safety is Felixstowe Town Council

Daily Management is handled by: The Town Clerk

Competent Persons: Town Clerk and Deputy Town Clerk

Fire Marshall: Caretakers or the most senior member of staff on duty.

First Aiders: List of qualified first aiders is on display in the general office.

## Accident and Incident Reporting

If you or any visitors are injured in an accident or incident whilst at work or on Council land, no matter how trivial, it must be reported immediately.

Details are to be entered into the accident book and a copy handed to a named competent person.

Town Hall: The accident book is located in the ground floor kitchen off the general office.

Cemetery: The accident book is location in the office.

## Competent Person(s)

The day-to-day health and safety operations of the office fall under the control of the Competent Person(s).

They are directly responsible to Felixstowe Town Council Limited and will assist, devise, apply and facilitate preventative and protective measures to control risks.

The Competent Person(s) will have a knowledge and understanding of:

- The activities being carried out
- Identification of hazards at work
- The principles of risk assessment and prevention of risk
- Up to date health and safety standards

The Competent Person(s) appointed will also:

- Identify relevant health and safety issues
- Assess the need for action
- Promote health, safety, and welfare improvements
- Know their limitations and when to call in others with specific skills and expertise

## Electricity and Power and use of Work Equipment Regulations (PUWAR)

### Safe use of mains powered electrical equipment

The safe and correct use of electrical equipment is vital to prevent the risk of electric shock or fire.

Always ensure that you have received adequate training and instruction in the safe use of equipment before attempting to operate it and use it for its intended purpose.

Electrical equipment must be switched off, preferably at the socket, when not in use. Also where practical, the plug should be removed from the socket (unless marked otherwise).

Unattended VDU's should always be switched off where operationally possible.

Do not overload socket-outlets.

For portable equipment, use socket-outlets which are close by so that equipment can be easily disconnected in an emergency. Never allow wires to trail.

If electrical equipment develops a fault never attempt to carry out repairs yourself but report to the Competent Person who will call in a qualified person.

Suspect of faulty equipment should be taken out of service, labelled "DO NOT USE" and kept secure until examined by a competent, trained person.

Never stand containers of liquid on or near electrical items and equipment as they could spill over giving an electric shock to the user.

**\*\*REPORT ANY FAULTS IMMEDIATELY TO A COMPETENT PERSON\*\***

## Pat Testing

All portable appliances/electrical equipment e.g. computers, printers, fridges, kettles, microwaves must be PAT tested by an approved person on an annual basis and must display when they were last tested and that they are safe to use.

All equipment that has been tested and inspected must be clearly identifiable. This is usually achieved by labelling the equipment with PAT testing labels. The label must contain the following: -

- Unique identification code to enable equipment to be identified
- The status of the equipment following the testing i.e. PASS or FAIL
- The testing date together with the re test date

## PUWER

PUWER regulations require that risks to people's health and safety, from equipment that you use at work, to be prevented or controlled.

Felixstowe Town Council must ensure that employees received training, instruction and information on all equipment used.

We will ensure that equipment provided is: -

- Suitable for the intended use and fit for purpose
- Safe for use
- Maintained in a safe condition
- Inspected by a Competent person and a record kept

Always use guards, protection devices, markings and warning devices, system control devices and personal protective equipment if required.

## Environment

Ensuring that heating, lighting, ventilation, temperature, and humidity are properly controlled will contribute to a safe and healthy working environment.

You are required to turn thermostats off at the end of each day and particularly at weekends in the interest of energy efficiency.

Office lights are only to be used when needed and switched off when you leave the office.

## Emergency Evacuation Procedures

Please read this procedure so that you familiar with the Emergency Evacuation Procedures in the event of an incident.

You must ensure that you know where the Designated Assembly Point is situated. At the Town Hall the assembly point is across the road by the parking ticket machine.

On hearing the raised alarm, close windows, and doors, if possible, without putting yourself or others in danger. Leave immediately by the nearest exit. Do not delay your exit to gather possessions.

If you are not at your designated work/training area when you hear the alarm, **DO NOT RETURN TO IT**. Leave the building by the nearest exit and to the Designated Assembly Point.

On reaching the Designated Assembly Point it is necessary for all employees and visitors to identify themselves to the Fire Marshall (a caretaker, or otherwise the most senior member of staff on duty).

Line up in an orderly queue away from the access route road. Please keep access routes clear for emergency vehicles at all times.

## Roll Call

You must ensure that all visitors have signed into/out of the visitor's book, so that, if necessary, a roll call can be completed quickly and accurately.

## Fire Safety

You must familiarise yourself with the fire exits and escape routes. If you hear the fire alarm or someone shouting "fire" you must react immediately. Leave the building by the nearest escape route. In the event of a fire or smoke filled building the emergency lighting will activate and you should follow the fire exit signs.

Once you have left the building to go to the Designated Assembly Point without stopping to collect personal belongings or equipment.

You must ensure that you know where the Designated Assembly Point is situated. At the Town Hall the assembly point is across the road by the parking ticket machine.

Please make sure you form an orderly queue lining up to enable emergency services clear access when they arrive.

On reaching the Designated Assembly Point it is necessary for all employees and visitors to identify themselves to the Fire Marshall.

The Fire Marshall will be clearly identifiable and is usually a caretaker, or otherwise the most senior member of staff on duty/

You should never attempt to re-enter the building until told to do so by the senior attending fire officer of the fire brigade.

### If you discover flames, smoke, or abnormal heat you should:

- Shout "fire" to alert your colleagues and evacuate the building.
- Call the fire brigade from a safe position. Do not assume that someone else has already done this.
- You may use the correct fire extinguisher to gain evacuation from the building, but only if you feel confident enough to tackle the fire or for you to gain a safe exit. It is not part of your duties to fight fires.
- If you do fight the fire, do not enter a smoke-filled room, and never let a fire or smoke get between you and the exit. The rule to follow is, one extinguisher on one fire, if not out or under control by then, get out and leave it to the fire brigade.

Fire extinguishers are situated throughout the building and are maintained regularly.



Foam – Solids & burning liquids



Carbon Dioxide – Electrical Fires

For your guidance there will be a fire drill every six months. Please make yourself aware of the fire evacuation procedure.

### Fire doors

Fire doors only function as they should in preventing the spread of fire moving through openings, but also comply with all of the known legislation requirements.



## **Internal Fire Doors**

Office doors MUST be kept clear and unlocked whilst at work as they are a requirement of the Fire Safety Regulations and in the event of a fire will enable the fire office to ascertain if anybody is still occupying the office.

## **External Fire Doors**

The external fire doors must be kept closed at all times. Access to fire doors is essential for the safety of users of the building and they must be kept clear at all times.

## **Fire Marshalls**

Fire Marshalls should wear a high visibility vest/jacket and take their muster board/assembly point board (which should be located at the emergency exit point) with the visitors' book.

Fire Marshall duties will be carried out by a caretaker, or otherwise the most senior member of staff on duty. Their role is to:

- Understand the importance of fire safety
- Understand the combustion process and spread of fire
- Identify suitable fire prevention and protection measures and advise on minimising the risk of fire in the workplace
- Evaluate effectiveness of fire drills
- Appreciate the essentials of current fire safety legislation
- Supervise emergency evacuations

Once the alarm is raised the role of the Fire Marshall is to check their designated area to ensure that it is clear.

Fire Marshalls are not expected to fight fires or to place themselves at risk. As a Fire Marshall please ensure that you receive the training required to ensure that you are competent to undertake your duties safely.

You should know who the Fire Marshalls are and co-operate with them and leave the building when asked to do so.

## **First Aid**

The First Aid kit is located in the ground floor kitchen off the general office. This will be checked on a monthly basis for monitoring stock and renewing supplies.

An ambulance or paramedic must be called if the injury is serious or if you have any doubts about a person's condition.

Do not move a seriously injured person if it can be avoided unless danger threatens, or resuscitation is necessary. IF the casualty must be moved, be very careful, particularly if the victim complains of back pain or when broken bones are suspected.

The casualty should be made comfortable, kept lying down and protected with rugs or coats. These should be placed under and over the patient if it can be done gently.

Unconscious casualties should be placed on their side. This is commonly known as the "recovery position" and will prevent the tongue from blocking the airway and enable any vomit to escape without choking the patient.

Serious bleeding can be fatal if not treated immediately. If circumstances allow apply direct pressure over the wound and elevate the affected limb.



An injured person must never be given any fluid to drink. To do so could cause the inhalation of vomit or delay a possible anaesthetic.

If a foreign body or bone is protruding apply direct pressure alongside the wound.

With burns, the affected parts should be cooled with cold water where possible. This is especially helpful with smaller burns, which should be placed under slowly running water for ten minutes.

Prompt action may save a life or lessen the consequences of injury.

All accidents and incidents should be reported immediately they occur.

The Accident Book must be completed without delay. The Accident Book is located in the kitchen area with the First Aid box. First Aid supplies are regularly reviewed by office staff to ensure appropriate items are stocked.

### **Good Housekeeping**

A basic requirement for ensuring Health and Safety of employees is to maintain a clean and tidy environment. Hazards can be reduced if break out areas, kitchenette and meeting rooms are kept clear of goods, obstructions, and trailing leads.

### **Rubbish Disposal**

Everyone should make sure that wastepaper is placed in a bin or designated storage space. All waste and rubbish must be cleared away regularly. Broken glass or other sharp objects must be disposed of carefully and never left exposed in a wastepaper bin. Particular attention must be paid to the storage of paper, literature, combustible materials, and waste.

It is a requirement that all rubbish is removed from the building at least weekly into the wheelie bins situated outside the front of the building. Alternate collections are made weekly to a schedule published by Suffolk Coastal District Council.

An accumulation of waste material provides a good starting point for fire. Please do not let it happen.

Spilt liquids should be cleared up immediately.

### **Reporting of injuries, diseases and dangerous occurrences (RIDDOR)**

Reporting accidents and ill health at work under "The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995" is a legal requirement.

All accidents and incidents should be reported to your line manager immediately they occur. The Accident Book must be completed without delay. Any serious accident or incident must be reported to the HSE by telephone or on-line by a Council Officer.

An Accident/Incident Report Form must be completed for:

- Accident
- Incident
- Environment incident
- Drill/test
- Dangerous occurrence
- Near miss
- Public incident

Please refer to and follow your accident and incident reporting procedure.

## **Risk Assessments (Monitoring and auditing)**

A Risk Assessment is a careful examination of what can cause harm to people within the work environment (whilst working and carrying out duties), so that the hazards can be identified, and precautions taken to remove or reduce the risk of harm.

- A hazard is anything that can cause harm (e.g. chemicals, electricity, working with tools or ladders etc.)
- A risk is the chance, high or low, that somebody will be harmed by the hazard

The five-step process to carry out a Risk Assessment is:

- Identify hazards
- Decide who might be harmed and how
- Evaluate the risks and decide whether the existing precautions are adequate or whether more should be done
- Record your findings
- Review your assessment

Risk Assessments should always be carried out by a Competent Person on a regular basis. Always check manufacturer's instructions or data sheets for operating equipment or using chemicals.

There may be occasions when a special risk assessment is required to be carried out for a specific reason or individual e.g. a disabled person or pregnant woman working on the building, a young worker or work experience person. These must be carried out by a Competent Person.

## **Slips, trips and falls**

Risks must be identified and controlled to ensure people do not slip, trip and fall. Please be aware of potential hazards:

- Uneven floor surface
- Unsuitable floor coverings
- Wet floors
- Changes in levels
- Trailing cables
- Poor lighting
- Poor housekeeping

All spillages should be cleared up immediately. Use a cleaning agent if requires. Try and place equipment to avoid cables crossing pedestrian routes, use cable guards to cover cables where required.

## **Smoking Policy**

It is a legal requirement to make all public buildings and work areas non-smoking. This policy applies to all users and visitors to the building and includes the use of e-cigarettes.

## **Redundancy Policy**

### **What is redundancy?**

You can be made redundant if the business that employs you closes down or closes down at the location where you work or if there is no longer a need to employ someone (or as many people) in the business to do what you do.

### **The Employment Rights Act 1996 Section 139(1) states:**

“For the purposes of this Act an employee who is dismissed should be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:

(a) the fact that his or her Employer ceased or intends to cease:

to carry on the business for the purposes of which the employee was employed by him/her, or

to carry on that business in the place where the employee was so employed, or

(b) the fact that the requirements of that business:

for employees to carry out work of a particular kind, or

for employees to carry out work of a particular kind in the place where the employee was employed by the Employer, have ceased or diminished or are expected to cease or diminish.”

In order for you to be made redundant it follows that your Employer must make a decision to dismiss you.

### **The Decision to Dismiss due to Redundancy**

A decision to dismiss someone for redundancy is not one that will ever be taken lightly. It will only arise either due to relocation of the business or a change in the trading conditions or technology that means that we have to reduce staff or that a particular job that we employ someone to do is no longer necessary in our business.

When it becomes apparent that we have to consider making anyone redundant we will first consider how to avoid this by looking at the alternatives. These may include retraining the employees who would otherwise be redundant as well as finding new work for them in their existing roles.

If redundancy is unavoidable we will objectively select from the employees whose jobs are at risk. You will be warned as soon as possible if you are being considered for redundancy and there will be a period of consultancy. If a decision is then made to dismiss you because of redundancy, we will inform you and give you formal notice of the date that you will be leaving. During that period, we will give you time off work to look for a new job and attend interviews.

Any grievance or appeal that you raise about the decision will receive careful consideration.

## Statutory Redundancy Pay

Subject to a qualifying period of two years' continuous employment (and certain other exceptions) if you are made redundant you are entitled to a statutory redundancy payment paid free of tax and deductions by your Employer.

Statutory redundancy pays ("SRP") is calculated according to the following formula:

$$[\text{no of years' service}] \times [\text{weeks' pay}] \times [\text{age factor}] = \text{SRP}$$

**The number of years' service** will include years after your 18th birthday and up to your retirement subject to there being a maximum of 20 years taken into account.

**A week's pay** is subject to a maximum figure that the Government changes from time to time.

**The age factor** is half, one, or one and a half depending on your age during the year of calculation.

- For every year when you were 41 or over during the whole of the year you receive one and a half-week's pay.
- For every earlier year when you were 22 or over during the whole of the year you receive one week's pay.
- For every earlier year you receive half a week's pay (but weeks when you were less than 18 are not counted).

## Computers, E-mail & Internet

### Computers

You are not allowed to load your own software on the Council's computers without express permission. You must not copy software or data from computers at work or use e-mail or internet access except for legitimate business purposes or make any other use of computers or software for any purpose other than the Council's legitimate business interests. You must not open files downloaded from the internet or e-mail on the Council's computers without virus checking the files.

### E-mail & Internet

- (a) We have established a policy with regard to access and disclosure of electronic material created, sent, received, or stored either via the Internet or our internal networks by employees. Electronic material includes e-mails, or any material that can be downloaded via the Internet or sent across our computer network.
- (b) It is a term of your contract of employment that you comply with our rules and with our policy for the use of the Internet and e-mail as follows:
- (c) Your computer systems are maintained solely for conducting our business. The use of the Internet and e-mail for any other purpose may be subject to action under our disciplinary procedure.
- (d) Computers, networks, and e-mail systems are our property. All copies of messages created, sent, received, or stored on our systems shall remain our property. Messages are not the private property of employees and as such there should be no expectation of privacy in any circumstances. If you use our email address for communication that is not business related you waive any privacy or any other rights that you have in relation to such communications and consent to their being read, monitored, recorded, and otherwise intercepted by us.
- (e) We reserve the right to access and monitor all messages created, sent, received, or stored on our systems. The contents of e-mail messages may be disclosed internally and to third parties without further permission and at our discretion. You must remember that even when an e-mail message is deleted it is still possible for the message to be retrieved and read. The use of passwords does not assure confidentiality and the existence of a password does not restrict our right to access e-mail messages.
- (f) E-mails, text messages and the Internet should not be used to create, send, receive, or store any material which is offensive, obscene, contains images depicting sexual activity or bodily parts in a lewd manner or which are pornographic, disruptive or infringes copyright. Our policies with regard to discrimination or harassment apply fully to the Internet and e-mails and text messages. The same laws apply to e-mail as to any other written documents and therefore any comments that could be regarded as defamatory, inaccurate, or misleading should be avoided. Use of our computers, telephone lines, telephone systems, Internet connection or any other system or software or equipment owned or controlled by, leased, or rented to us to access Internet sites or download or receive email or other electronic images or media that contains pornography or other obscene or illegal contents shall constitute gross misconduct that can lead to your dismissal without notice.

- (g) Notwithstanding our right to retrieve and read any e-mail messages, you should treat e-mails as confidential and only the intended recipient must open them. Only disclose information or messages obtained from e-mails to recipients authorised to have such information.
- (h) All e-mails and downloads can contain viruses. Therefore, all downloads and e-mail messages must be virus-checked before opening. It is also a term of your contract of employment that you are not allowed to load software on to your computer without our permission.

These rules are incorporated in and form part of your contract of employment.

### **Intellectual Property policy**

During the course of employment, the employee's job functions may require them to assist, participate or otherwise be involved in the creation or improvement of designs, plans, symbols, processes, or techniques in relation to new or improved inventions relating to the Council's business or activity.

For the purposes of this policy the term 'Intellectual Property' shall mean every design, development, discovery, formula, improvement, or process ('the inventions') and every work or design in which copyright may exist, including moral rights as defined in the Copyright Designs and Patents Act 1988.

If the employee makes an invention in the course of their normal duties or in relation to duties that have been specifically assigned to the employee but would not otherwise have been regarded as normal duties or where the invention was made in the furtherance of the Council's business, then all such inventions will belong to the Council and all Intellectual Property made during the course of employment will vest in the Council to the absolute extent that is permitted by law.

The employee will notify to the Council all Intellectual Property made during employment by the Council whether made by the employee or with other persons and the employee will keep the Council appraised at all times of the stage that has been reached in relation to any improvement or creation of such intellectual property.

The employee will take all steps and carry out all acts that may be necessary to ensure that the Intellectual Property is lawfully vested in the Council, including signing all applications and any other documents that may be necessary to apply for any Patent rights or any other form of application in the United Kingdom and Worldwide and to transfer the entire rights and interests in the Intellectual Property to the Council.

The employee will carry out such acts and steps with expedition on the instructions of the Council, in particular, where the filing of any claim to such Intellectual Property right may give the Council priority.

The employee will not be entitled to payment in respect of any Intellectual Property other than normal provisions for salary. However, if the employee is entitled to additional compensation by section 40 of the Patents Act 1977 the Council will pay this to the employee and my rights under sections 39 to 43 of the Patents Act 1977 are recognised.

The Council will incur any expenses to enable the employee to comply with registration of intellectual property rights on behalf of the Council.

## **Equipment Policy**

### **Use of equipment**

All Council equipment is the responsibility of the employee using them

The employee will be responsible for any loss or damage to Council equipment, in their charge and therefore liable for any costs incurred to the Council. The Council may redeem in part of the full amount of any loss including insurance excess levied or insist on any damage being repaired at the employee`s expense.

- The misuse of any Council property will be taken very seriously and may constitute gross misconduct resulting in disciplinary procedures.
- For security and insurance purposes, the Council may choose to install tracking devices to its equipment.

## Data Protection Policy

Anyone who obtains personal information (“data”) about other individuals is a ‘data controller’ and is thus regulated by the Data Protection Act 2018. The Act controls what can lawfully be done with information.

It also gives individuals certain rights to control how information about them is obtained, used, stored, and distributed. These rights include the right to find out what information a data controller has about them and ask for copies of data.

We are necessarily a data controller in relation to all the information that we obtain about you as part of the process of providing you with employment.

In order to manage our business, we keep records about our employees that necessarily include the following information:

- Name
- Date of birth
- Sex
- Address
- Next of kin
- Sickness record
- Disciplinary record
- CV
- References
- Qualifications
- Rate of pay
- Bank details
- Performance record
- Appraisals
- Criminal records

It is a requirement under the Act that you consent to our processing data about you. Some data is referred to in the Act as "sensitive personal data". This means personal data consisting of information as to:

- the racial or ethnic origin of the data subject
- his political opinions
- his religious beliefs or other beliefs of a similar nature
- whether he/she is a member of a trade union (within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992)
- his physical or mental health or condition
- his sexual life
- the commission or alleged commission by him/her of any offence, or
- any proceedings for any offence committed or alleged to have been committed by him/her, the disposal of such proceedings or the sentence of any court in such proceedings.

We require that you expressly consent in your contract of employment to our processing data including sensitive personal data about you. Without this consent it is not necessarily lawful for us to process data in order to keep the records about your employment necessary for us to meet the needs of running our business.

Below is a summary of the legal obligations imposed upon us and the rights that you have under the Data Protection Act 2018 together with our policies about those rights and



obligations. The Act contains transition periods under which its terms become fully effective over a period of years. However, our policy assumes that the Act is fully in force.

### **Our obligations**

The principles for processing of personal data are that data must be:

- (a) Fairly and lawfully processed;
- (b) Processed for limited purposes;
- (c) Adequate, relevant, and not excessive;
- (d) Accurate;
- (e) Not kept longer than necessary;
- (f) Processed in accordance with the data subject's rights;
- (g) Secure;
- (h) Not transferred to countries without adequate protection.

We are committed to following these principles and that is why your consent has been obtained so that all our data processing in relation to data of which you are the subject is lawful.

We will process data about you only as far as is necessary for the purpose of managing our business. Data will not be disclosed to anyone else other than our authorised employees, agents, contractors, or advisors (except as required by law) unless you expressly authorise its disclosure. We will only obtain data about you that we require for the purpose of managing our business and dealing with you as an employee of that business.

We will take all reasonable steps to ensure that the data we process is accurate. Data will be retained as necessary during the course of your employment and records will be retained for up to six years after the data that you leave the employment in case legal proceedings arise during that period. Data will only be retained for a period of longer than six years if it is material to legal proceedings or should otherwise be retained in our interests after that period.

We will process data in accordance with your rights under the Act.

Data will be kept in a secure system whether manual or computerised to the best of our ability at all times.

The Act prohibits the transfer of data outside the European Economic area to countries that do not have similar protection of data except in some circumstances or with the subject's consent. You have given us your consent to such transfers should they be necessary under your contract of employment. The reason for this is that with the use of the Internet and email data can be transferred to a computer or server in such a country in the course of a transfer between parties within the European Economic area. Also we may have offices or subsidiary companies or agents or contractors in such countries now or in the future and therefore transfers of data could be necessary as part of the management of our business and the performance of your contract of employment.

### **Your rights under the Act**

The Act gives you the following rights as a data subject:

#### **Access to data**

To be told whether personal data on you is being processed by requesting this in writing.

To be given a description of the data and its recipients and to have a copy of the data within one month of the request. Confidential references given by the employer are excluded from disclosure (but not necessarily references given to the employer). The data subject is entitled to know the source of the data.

The copy should be intelligible and in a permanent form unless to provide it in this form is impossible or would involve disproportionate effort or you agree to accept a non-permanent 'copy'.

If the data controller has previously complied with a request from you then no duty to comply with the request arises until a "reasonable interval" has elapsed between the two. Just what will constitute a "reasonable interval" will depend on the nature of the data, why it is processed and the frequency with which it alters.

To be informed about the logic used to make automated decisions using the data. For example, some employers will scan CV's submitted for certain information in order to select candidates for further consideration and this right would entitle the candidate to know what the criteria used was unless this would necessitate divulgence of a trade secret.

The request for access to data must be made in writing if the data controller so requires. The data subject must provide the data controller with any information reasonably requested to enable the data controller to be satisfied as to the data subject's identity and in order to locate the information.

Where disclosure of data would necessarily mean that information relating to a third party would be disclosed the data controller may refuse to disclose it unless the third-party consents or it is reasonable to disclose the information without such consent.

### **Rectification of data**

You can apply to a court for an order that the data controller rectify, block, erase or destroy inaccurate data and where the court considers it reasonably practicable to do so inform third parties to whom the data has been disclosed of the fact.

### **Compensation**

Should you suffer damage as a result of the failure of a data controller to comply with the Act then you may be awarded compensation. Where a data subject suffers distress in certain types of case there may also be an award of compensation for distress as well as damage. It is a defence in any claim for compensation that the data controller used such care as was reasonably required in all the circumstances to comply with the Act.

### **Information**

The Act provides that Data will not be fairly processed unless the data controller ensures that as far as reasonably practicable the data subject has or has ready access to:

- The identity of the data controller
- Any representative of the data controller
- The purpose(s) for which the data is intended to be processed
- Any other information necessary to enable the processing to be fair

However, any data subject whose employer has not notified the Office of the Information Controller that he/she is a data controller and had these details entered in the public register

is entitled to be given (within 21 days of making a written request) “relevant particulars” which are:

- The data controller’s name and address
- The name and address of any representative of the data controller
- a description of the personal data being or to be processed and the category of data subjects to which they relate
- a description of the intended purpose of the processing
- a description of the intended recipients of the data
- a list of the countries outside the European Economic area that will or may be in receipt of the data from the data controller

## **Direct Marketing**

A data subject has the right to require in writing that the data controller within a reasonable time cease or not begin processing data of which he is the subject for the purpose of direct marketing. Failure to comply by the data controller can lead to a court order that he/she does so.

## **Right to stop data processing**

A data subject has the right to require that a data controller cease or not begin data processing where the processing is causing or likely to cause unwarranted and substantial damage or unwarranted and substantial distress to the data subject or another by giving notice in writing specifying why the data processing is or will be the cause of distress or damage and the purpose and manner of processing to which objection is made. The data controller then has 21 days to respond with a written notice stating either that he/she has or intends to comply with the request or why he/she regards the notice as unjustified and the extent to which he/she has or intends to comply with it. The data subject can make an application to the court if the data controller will not comply. However, where the data subject has consented to the data processing or it is necessary for the performance of a contract to which he/she is a party he/she requests it with a view to entering a contract or the data controller has a non-contractual legal obligation which requires him/her to carry it out, the data subject has no right under this section to stop the data processing.

## **Our policy on access to data**

The Town Clerk is the designated Data Protection Officer.

A request for access to any personal data that relates to you should be made by a written request using our Data Access Request form which may be obtained from us or after you have left employment by request to the data protection compliance officer at head office.

On receipt of a request it is our policy to provide copies of all data that we are obliged to disclose within one month of receipt of your request being received by the data protection officer.

We consider that if a period of less than one year has elapsed since any previous request for access to data was complied with it is not reasonable to expect us to be obliged to comply with a further request before a year has elapsed unless there are exceptional circumstances.

Should you wish to bring any inaccuracy in disclosed data to our attention you must do so in writing. In appropriate circumstances you may find that arranging an appointment to hand us your written notification of any inaccurate data is preferable.

It is our policy to ensure that all data is as accurate as possible and all necessary steps to ensure that this is the case and to rectify any inaccuracies will be taken.

Where we have requested a reference in confidence from a referee and that reference has been given on terms that it is confidential and that the person giving it wishes that it should not be disclosed to you it is our policy that it would normally be unreasonable to disclose such a reference to you unless the consent of the person who gave the reference is obtained.

### **Data Protection Act 2018 Declaration**

**Data Controller:** *Felixstowe Town Council*

**Data Controller's Representative:** *Town Clerk*

*Both at: Felixstowe Town Hall, Undercliff Road West, Felixstowe IP11 2AG*

### **Purpose of data processing:**

To keep adequate records of your recruitment, contract, performance, disciplinary record, sickness record, pension details, wages, salary and other benefits, appraisals and all other information arising in the performance of your contract of employment for the purpose of the performance of the contract and the administration and management of your contract and the administration and management of your Employer's business or organisation and any other purpose arising from the relationship of Employer and employee created by this contract.

### **Description of Data:**

All records of your recruitment, contract, performance, disciplinary record, sickness record, pension details, wages, salary and other benefits, appraisals and all other information arising in the performance of your contract of employment.

### **Intended Recipients of Data:**

The Council and all others authorised by you and /or the Council to receive data and all others to whom the Council is legally obliged to disclose the same at any time or to whom the Council deems it necessary or desirable to disclose data for the purposes set out above.

### **Countries outside the European economic Area to which data will or may be transmitted:**

As required from time to time for the purposes of fulfilling the Council's contractual obligations with its clients.

## Environmental Policy

### Policy and Objectives

Felixstowe Town Council is committed to providing a quality service in a manner that ensures a safe and healthy workplace for our employees and minimises our potential impact on the environment. We will operate in compliance with all relevant environmental legislation, and we will strive to use pollution prevention and environmental best practices in all we do.

We will,

- (a) Integrate the consideration of environmental concerns and impacts into all of our decision making and activities.
- (b) Promote environmental awareness amongst our employees and encourage them to work in an environmentally aware manner.
- (c) Train, educate and inform our employees about environmental issues that may affect their work.
- (d) Reduce waste through re-use and recycling and by purchasing recycled, recyclable, or refurbished products and materials where these alternatives are available, economical, and suitable.
- (e) Promote efficient use of materials and resources throughout our facility including water, electricity, raw materials, and other resources, particularly those that are non-renewable.
- (f) Avoid unnecessary use of hazardous materials and products, seek substitutions when feasible, and take all reasonable steps to protect human health and the environment when such materials must be used, stored, and disposed of.
- (g) Purchase and use environmentally responsible products accordingly where required by legislation or where significant health, safety or environmental hazards exist, develop, and maintain appropriate emergency and spill response programmes.
- (h) Communicate our environmental commitment to employees, customers and the public and encourage their support.
- (i) Continually improve our environmental performance and minimise the social impact and damage of activities by periodically reviewing our environmental policy in light of our current and planned future activities.

## **Mobile Telephones**

Depending on the nature of your duties you may be provided with a Council mobile telephone. Alternatively, you may be provided with a mobile telephone from time to time for a specific purpose. The Council reserves the right to decide on the type, model and service provider and may change these at any time without notice.

You are responsible for the safe keeping of the mobile telephone and any accessories or ancillary equipment provided. Should the telephone or equipment be lost or damaged as a result of your negligence the Council reserves the right to require you to pay for the replacement cost and unless other arrangements are made to deduct the cost from your pay.

The telephone is provided primarily for business use. You may use the telephone for personal calls only in the event of an emergency.

You must be mindful of economy when using the telephone and ensure that only essential calls are made and that they are kept as short as possible.

You may use the telephone for text-messaging where appropriate. However, you must ensure that the content complies with other Council instructions in regard to written communications. In particular, you may not send any message that is likely to be considered offensive or malicious, defamatory, discriminatory, untrue, or obscene. Breach of this rule may be considered to be gross misconduct.

Messages received from any source that may be categorised as above must be reported to the Town Clerk immediately.

## **Mobile Telephones in Motor Vehicles**

It is a criminal offence to use a hand-held mobile phone while driving a motor vehicle.

Only in an emergency when it would be unsafe to stop are you permitted to use your phone to call the emergency services on 999.

Any use of your mobile phone where you have to hold the phone at any point in making or receiving a call or other phone function such as texting in your car with the engine running is against the law.

Even if you have a hands-free kit which does not require you to pick up or hold your phone at any point it is still dangerous to use your phone in your car because while you are concentrating on your telephone call you cannot give proper attention to driving your vehicle.

When you are driving you should not make a call or answer a call on your mobile phone. Always park your vehicle safely and turn off the engine before using your phone.

Although the Council may expect you to respond to a message or phone call by parking safely and returning calls or periodically checking messages you are not expected or required to use your mobile phone while driving your vehicle and if you do so or commit an offence by doing so we shall regard it as a serious breach of discipline.

The reason for these rules is to ensure that you do not commit a criminal offence and to ensure that you comply with our health and safety policy by driving your vehicle safely at all times.

## **Dress**

### **General**

While the Council does not wish to be unduly prescriptive regarding Employees' dress and appearance it is important to our image that they appear to our customers to be dressed and groomed appropriately.

The following general standards must be adhered to. To avoid any doubt, your manager's decision in regard to acceptability of appearance is final.

Clothing should not be torn and must be clean and well pressed.

Jeans are unacceptable, as are cropped tops, and clothing bearing any writing other than the manufacturers' symbols.

Clothing which by its style or colours relates the wearer with a particular sporting affiliation is prohibited.

Shoes should be clean and in good condition. Trainers or other sports shoes should not be worn.

Make up and perfume should be discrete.

### **Personal Protective Equipment**

Where Personal Protective Equipment has been issued by the Council this must be used as and when instructed.

Equipment provided by the Council must be treated with care and returned in good condition when you leave. You are expected keep the equipment clean at your own expense.

Where any item is lost or damaged due to your negligence the Council may recover the cost of replacement by deduction from your pay.



## **Alcohol & Drugs**

### **General**

The Council takes a serious view of alcohol and drug abuse. The Council will not tolerate the risks to Health & Safety or work performance that might arise from abuse of these substances.

Unless you have been specifically authorised by the Town Clerk you must not consume alcohol during working hours or during break periods during the working day. Additionally, you must ensure that your performance at work is not impaired by alcohol consumed outside working hours.

You must not bring alcohol onto the Council's premises or carry alcohol in Council vehicles during working hours.

Where you are suspected to be under the influence of alcohol during working hours your Employer reserves the right to remove you from the premises until such time that you are fit to attend a disciplinary interview.

The use restricted drugs are absolutely forbidden. You must not attend work if your performance or behaviour are affected by the use of such substances.

Bringing drugs into the workplace and the buying or selling of drugs during working time are absolutely forbidden.

You are required to notify your manager where you use any prescribed or "over-the-counter" medication during or prior to a period of work that might reasonably be expected to impair your performance. This is particularly important if you drive a vehicle or use machinery in the course of your work. The Council reserves the right to place you on medical suspension if it is considered that the use of such medication might prevent you from performing your duties safely and/or effectively.

### **Alcohol and Drug Testing**

The Council reserves the right to introduce an alcohol and/or drugs screening programme in the interests of Health & Safety at work. It is a condition of your employment that you participate in any alcohol or drugs screening programme if requested to do so. If you are asked to submit to screening and you refuse, this may lead to disciplinary action, which could include dismissal.

In the event that the Council decides to introduce a screening programme you will be notified at least one month in advance of introduction of the programme. Thereafter, you may be required at any time without notice to submit to a test. The Council may elect to undertake either group or global testing or random screening at its sole discretion.

### **Disciplinary Measures**

You are reminded that a breach of any of the foregoing rules will render you liable to disciplinary action. In general, the Council considers breach of these rules to be Gross Misconduct which would result in summary dismissal.



## **Whistleblowing Policy**

### **What Is Whistleblowing?**

A whistle-blower is someone who discovers something that is wrong and alerts his or her employer or the relevant authorities to what is going on. The law recognises that Whistleblowing occurs and protects employees who are whistle-blowers from detrimental treatment such as dismissal. To be protected by the law a whistle-blower must fall within the stringent legal rules. Anyone who does not act in good faith or is motivated by personal gain will not be protected.

### **Our Policy**

Our business is run in accordance with the law. It is our policy as an employer to ensure that at every level of management our business is conducted in such a way as to comply with all legal requirements that govern our activities. This policy applies to the way that we employ and manage our staff. We operate as a team, and we expect our employees to all play their part as members of the team for the good of the business as a whole. We do not believe that any of our employees will ever feel the need to become a whistle-blower. There is no reason for any employee to believe that he or she will suffer detriment for speaking up if they believe that something is wrong or that if we are alerted to it we will conceal or destroy evidence. However, we are fully aware of our responsibility under the law, and we will respect the legal protection afforded to a whistle-blower.

### **Public Interest Disclosure Act 1998**

The Act protects “whistle-blowers” from suffering detriment in employment and makes dismissal for certain disclosure automatically unfair. There is no qualifying period of employment for this protection.

Police officers, civilian police employees and those who work in the Security Service, Secret Intelligence Service or Government Communications Headquarters are NOT protected.

### **Who is protected?**

A worker who makes a qualifying disclosure that is made to one of a category of persons set out in the Act and which is therefore a protected disclosure.

‘Worker’ is widely defined and includes employees and other workers as normally understood by the expression but also contractors under an employer’s control, persons on training schemes and also doctors, dentists and other professionals providing National Health Service schemes.

### **What is protected?**

A ‘qualifying disclosure’ is one of information that in the reasonable belief of the disclosing worker shows wrongdoing of one or more of the following kinds:

- (a) A criminal offence was committed or is being or is likely to be committed
- (b) A person has or is or is likely to fail to comply with a legal obligation
- (c) A miscarriage of justice has occurred or is or is likely to occur

- (d) The health and safety of any individual has been or is being or is likely to be endangered
- (e) The environment has been, is being or is likely to be damaged
- (f) 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.

However, if the person making the disclosure commits a criminal offence by making it or makes it in breach of legal professional privilege (e.g. solicitor's secretary disclosing client information) it is not a qualifying disclosure.

To be a 'Protected Disclosure' the 'Qualifying Disclosure' must only be made to one of the following categories of person:

- (a) The employer or (where the disclosure relates to the conduct of another person or matters for which another person other than the employer has legal responsibility) that other person
- (b) A legal adviser in the course of getting legal advice
- (c) A Minister of the Crown (where the worker is employed by someone appointed by a Minister of the Crown or a body whose members are so appointed)
- (d) 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)
- (e) A person other than those set out above where the worker acts in good faith, reasonably believes the information to be substantially true, does not make the disclosure for personal gain, and it is in all the circumstances reasonable to make the disclosure. AND:
  - (1) the worker reasonably believes he/she will be subjected to a detriment if the disclosure is made to his or her employer or the prescribed person;
  - (2) there is no prescribed person, and the worker believes that the wrongdoing will be concealed or destroyed by the employer;
  - (3) the worker has previously disclosed the same information to the employer or the prescribed person;
- (f) 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.

### **What Protection does the worker have?**

He is protected from detriment or dismissal as a result of making a protected disclosure. Dismissal is automatically unfair, and there is no limit on compensation for such a dismissal. Complaint of detriment or dismissal is made to an Employment Tribunal.

## **Anti-Bribery**

The Bribery Act 2010 aims to promote anti-bribery practices amongst businesses and came into force on 1 July 2011. An organisation will commit a criminal offence, if it fails to prevent bribery that is intended to get or keep business or an advantage in the conduct of business for the organisation.

The Council does not tolerate, permit, or engage in bribery, corruption, or improper payments of any kind in our business dealings, anywhere in the world, both with public officials and people in the private sector.

The Council is committed to carrying out business fairly, honestly, and openly.

It will not give or offer any money, gift, hospitality, or other advantage to any person carrying out a business or public role, or to a third party associated with that person, to get them to do something improper.

The Council and its employees will not use intermediaries or contractors for the purpose of committing acts of bribery.

The Council does not allow employees to accept money, gifts, hospitality, and other advantages from business associates, actual or potential suppliers, or service providers which are intended to influence a business decision or transaction in some improper way.

No employee will suffer demotion, penalty, or other adverse consequence for refusing to pay bribes, even if it may result in the Council losing business.

The Council will not give or offer any money, gift, hospitality, or other advantages to any foreign public official with the intention of influencing them to our business advantage.

The Council will avoid doing business with others who do not commit to doing business without bribery.

We are committed to a programme to counter the risk of Felixstowe Town Council being involved in bribery.

## **Pensions**

The Council is a member of both the Local Government Pension Scheme (LGPS) and NEST, which is the workplace pension master trust set up by government.

Employees who choose not to join the LGPS, will be enrolled into the NEST scheme, subject to satisfying certain eligibility criteria and subject to the rules of the scheme as amended from time to time, in line with pension auto enrolment legislation.

The effective date of the employee auto enrolment and the level of employer and employee contribution rate will be notified to the employee at the date of auto enrolment. The employee may be able to choose to “opt out” of the pension scheme subject to qualifying time limits, currently within one calendar month of notification of auto enrolment.

The employee may choose to leave the pension scheme after the “opt out” period, in this instance the employee is “ceasing active membership” and any refund of employee contributions will depend on the rules in operation at the relevant time by the provider of the scheme.

Pension scheme details are available from the Town Clerk.

## Training

The Council will take all necessary steps to ensure that employees are trained for their duties effectively throughout the duration of their employment.

The Council may use training by existing experienced members of staff and may on occasion introduce trainers from external agencies. This training may be required, for example, on new equipment or working methods. External training may also be employed where appropriate where suitable courses cannot be arranged in-house. In post training leave with pay may be granted in certain circumstances. You may be required to travel away from home for periods of training away from your normal place of work.

Employees who undertake external post-entry training courses for which the Council incurs a cost, either directly or by way of reimbursement, will be required prior to undertaking the course to agree to repay all of the costs in the circumstances outlined below. Costs or reimbursement may be made up of course fees and/or examination fees, and/or travel, accommodation or out of pocket expenses. Repayment may be required if an employee:

- (a) Fails to sit an examination within six months of the first opportunity;
- (b) Fails to show satisfactory progress or fails to submit satisfactory assignments within three months of the required date;
- (c) Discontinues the course;
- (d) Leaves the Employer's service during the course of study;
- (e) Leaves the Employer's service within 24 months of completing the course of study (from the date the qualification is awarded or, in the absence of an award, the date the course ended).

Repayment in these circumstances will be required only where the relevant Training Agreement has been signed. A sample of a Training Agreement is shown in the Appendices at the end of this Handbook.

The Council reserves the right, where the above circumstances apply, to recover training costs by deduction from the Employee's final pay. Where final pay is insufficient to cover amount which may be recovered as set out above, the Employee is required to repay the amount due in full within one month of termination of employment.

## Appendix A - Training Agreement Example

Name:

Course:

Commencement Date:

Estimated Completion Date:

You have requested to undergo the course of training specified above and Felixstowe Town Council agrees to pay the course fees incurred.

It is a condition of your employment that you should use your best endeavours to achieve the requisite standard of any training undertaken.

If you are unable to attend any part of the course you must notify the incumbent Chairman of the Council's Personnel Committee giving your detailed reasons and outlining any plans to finish the course.

Employees who undertake external post-entry training courses for which the Town Council incurs a cost, either directly or by way of reimbursement, will be required prior to undertaking the course to agree to repay all the costs in the circumstances outlined below. Costs or reimbursement may be made up of course fees and/or examination fees, and/or travel, accommodation or out of pocket expenses. Repayment may be required if an employee:

- Fails to sit an examination within six months of the first opportunity;
- Fails to show satisfactory progress or fails to submit satisfactory assignments within three months of the required date;
- Discontinues the course;
- Leaves the Town Council's service during the course of study;
- Leaves the Town Council's service within 24 months of completing the course of study (from the date the qualification is awarded or, in the absence of an award, the date the course ended). Repayment will be required on a sliding-scale on the following basis:

Length of service remaining	Proportion of training costs to be repaid
24-18 months	100%
17-12 months	75%
11-6 months	50%
5 months	25%
4 months	20%
3 months	10%
2 months	5%
1 month	2.5%

Felixstowe Town Council may exercise its discretion to determine whether the amount of fees to be repaid will be in whole or in part if employment terminates due to a change in personal circumstances.

Felixstowe Town Council reserves the right to deduct money owed under this agreement from your pay, subject to the provisions of the Employment Rights Act 1996.

By signature below you agree to a deduction from your pay in these circumstances.

**Signed:**..... **Date:**.....  
**(Employee)**

**PRINT NAME**.....

**Signed:**..... **Date:**.....  
**(Mayor of Felixstowe/Chairman of Personnel Committee)**

## Appendix B – Useful Contacts

ACAS	0300 123 1100 <a href="http://www.acas.org.uk">http://www.acas.org.uk</a>
Local Government Association	020 7664 3000 <a href="https://www.local.gov.uk/">https://www.local.gov.uk/</a>
National Association of Local Councils	020 7637 1865 <a href="https://www.nalc.gov.uk">https://www.nalc.gov.uk</a>
NEST	0300 020 0090 <a href="https://www.nestpensions.org.uk/">https://www.nestpensions.org.uk/</a>
Suffolk Association of Local Councils	01473 833713 <a href="http://www.salc.org.uk/">http://www.salc.org.uk/</a>
Unison	0800 0 857 857 <a href="https://www.unison.org.uk/">https://www.unison.org.uk/</a>