



**ULVERSTON TOWN COUNCIL**

**STAFF HANDBOOK**

**December 2020**

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## **Introduction**

We are an equal opportunities employer and do not discriminate on the grounds of gender, sexual orientation, marital or civil partner status, pregnancy or maternity, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age.

This Staff Handbook sets out the main policies and procedures that you will need to be aware of while working for us. You should familiarise yourself with it and comply with it at all times. Any questions you may have with regard to its contents or what you have to do to comply with it should be referred to your line manager.

The policies and procedures set out in this handbook apply to all employees unless otherwise indicated. They do **not** form part of the terms of your contract with us, which are provided to you separately.

Your contract sets out your job title, hours and place of work, probationary period, salary, holidays and holiday pay, sickness absence reporting procedure and sick pay, your entitlement to and obligation to give notice to terminate your contract and the duties of confidentiality and restrictions that continue to apply after the termination of your contract.

The Staff Handbook will be reviewed periodically by the Town Clerk to ensure that its provisions continue to meet our legal obligations and reflect best practice. We are entitled to change the contents of the Staff Handbook entirely at our discretion.

All managers/supervisors have a specific responsibility to operate in accordance with the provisions set out in this Staff Handbook, to ensure that all staff understand the standards of behaviour expected of them and to take action when behaviour falls below those requirements.

Those working at a management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to ensure that those they manage adhere to the policies and procedures and promote our aims and objectives with regard to equal opportunities.

Everyone should ensure that they take the time to read and understand the content of this handbook and act in accordance with its aims and objectives. All staff must ensure that they are familiar with and comply with and support its policies and procedures.

Questions about the content or application of the handbook should be directed to your line manager.

## **Personal Data**

Whenever we process personal data about you in connection with our policies, we will process it in accordance with our Data Protection Policy, Data Retention Policy and Privacy Notice. We will only process your personal data if we have a lawful basis for doing so.

## **Emergency Contact Details**

Your line manager is responsible for maintaining up-to-date details of your home address and the emergency contact telephone numbers of the person or persons you would like us to contact in the event of an emergency, for example if you have an accident. This information will be requested when you start work and you should advise us of any changes straight away. This information is held in confidence and will only be used when needed.

## **Schedule 1 Health and Safety Policy**

### **1. Introduction**

1.1. **Ulverston Town Council** (hereafter referred to as 'the Council') recognises that under the Health and Safety at Work Act 1974, it has a legal responsibility to ensure the health, safety and welfare of employees, volunteers and councillors. The Council is keen to ensure, as far as is reasonably practicable, that members of the public who use council owned public areas do so in the safest way possible.

### **2. Responsibilities**

2.1. The Council recognises and accepts responsibility as an employer for providing safe and healthy working conditions for employees, volunteers and councillors, paying particular attention to the provision and maintenance of:

### **3. Equipment and systems of work designed and maintained to operate and function safely:**

- Sufficient information, instructions, training and supervision to enable employees, volunteers and councillors to avoid hazards and contribute positively to their own safety and health at work.
- The promotion of safety awareness among employees, councillors, volunteers and members of the public.
- The provision of a safe environment for all visitors and members of the public, bearing in mind that these persons may not be aware of health and safety risks which arise from using some council facilities.
- The wearing of Personal Protective Equipment if required.
- Requiring any contractors engaged by the Council to adhere to such health and safety issues as the Council may deem compulsory.
- Risk assessments carried out as necessary and retained on record.
- Electrical Portable Appliance Testing on Council equipment conducted annually to conform to current legislation.

4. The Clerk to the Council assumes the day-to-day responsibility of ensuring the Health and Safety Policy is reviewed, maintained and adhered to.

5. Health and Safety will be kept under review by the Council. Employees, councillors and volunteers are reminded that they also have a duty of care for their own safety and that of other persons who might be affected by Council activities and to co-operate with the Council so as to enable it to carry out its own responsibilities successfully.

6. The final level of responsibility is, however, that of each and every individual.

7. Employees, councillors and volunteers are required to:
  - Seek advice on Health and Safety matters from the Clerk, and follow the advice given.
  - Use, in a correct and safe manner, all equipment including machinery, tools and Personal Protective Equipment if required.
  - Report immediately to the Clerk, or Chairman, any defects in structures/equipment which come to their notice.
  - Report promptly to the Clerk, or Chairman, any incidents which have led or might lead to injury or damage and co-operate with any investigation which might be undertaken with the object of preventing accidents or re-occurrence of incidents.
  - Record any such accidents in an Accident Book.
  
8. A copy of this statement will be issued to the employees, councillors and volunteers of the Council.

This policy will be revised, added to or modified when required and is reviewed annually.

## Schedule 2 Equal Opportunities Policy

### 1. Equal opportunities statement

1.1. The aim of this policy is to communicate the commitment of Ulverston Town Council Town Council, its councillors, staff and volunteers, to the promotion of equality and diversity. Everyone will receive equal treatment regardless of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation (**Protected Characteristics**).

### 2. About this policy

2.1. This policy sets out our approach to equal opportunities and the avoidance of discrimination. It applies to all aspects of employment with us, including recruitment, pay and conditions, training, appraisals, promotion, conduct at work, disciplinary and grievance procedures, and termination of employment and applies to our councillors, employees and volunteers.

2.2. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### 3. Discrimination

3.1. You must not unlawfully discriminate against or harass other people including current and former employees, job applicants, councillors, volunteers, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts), and on work-related trips or events including social events.

3.2. The following forms of discrimination are prohibited under this policy and are unlawful:

**Direct discrimination:** treating someone less favourably because of a Protected Characteristic. For example, rejecting a job applicant because of their religious views or because they might be gay.

**Indirect discrimination:** a provision, criterion or practice that applies to everyone but adversely affects people with a particular Protected Characteristic more than others and is not justified. For example, requiring a job to be done full-time rather than part-time would adversely affect women because they generally have greater childcare commitments than men. Such a requirement would be discriminatory unless it can be justified.

**Harassment:** this includes sexual harassment and other unwanted conduct related to a Protected Characteristic, which has the purpose or effect of violating someone's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in our Anti-harassment and Bullying Policy.



**Victimisation:** retaliation against someone who has complained or has supported someone else's complaint about discrimination or harassment.

**Disability discrimination:** this includes direct and indirect discrimination, any unjustified less favourable treatment because of the effects of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

#### **4. Recruitment and selection**

- 4.1. Recruitment, promotion and other selection exercises such as redundancy selection will be conducted on the basis of merit, against objective criteria that avoid discrimination. Shortlisting should be done by more than one person if possible.
- 4.2. Job applicants should not be asked questions which might suggest an intention to discriminate on grounds of a Protected Characteristic. For example, applicants should not be asked whether they are pregnant or planning to have children.
- 4.3. Job applicants should not be asked about health or disability before a job offer is made, except in the very limited circumstances allowed by law: for example, to check that the applicant could perform an intrinsic part of the job (taking account of any reasonable adjustments), or to see if any adjustments might be needed at interview because of a disability. Where necessary, job offers can be made conditional on a satisfactory medical check. Health or disability questions may be included in equal opportunities monitoring forms, which must not be used for selection or decision-making purposes.

#### **5. Disabilities**

- 5.1. If you are disabled or become disabled, we encourage you to tell us about your condition so that we can consider what reasonable adjustments or support may be appropriate.

#### **6. Part-time and fixed-term work**

- 6.1. Part-time and fixed-term employees should be treated the same as comparable full-time or permanent employees and enjoy no less favourable terms and conditions (on a pro-rata basis where appropriate) unless different treatment is justified.

#### **7. Breaches of this policy**

- 7.1. We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.
- 7.2. If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Anti-harassment and Bullying Policy. Complaints will be treated in confidence and investigated as appropriate.

- 7.3. You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately and in bad faith will be treated as misconduct and dealt with under our Disciplinary Procedure.

### **Schedule 3 Anti-harassment and Bullying policy**

#### **1. About this policy**

- 1.1. We are committed to providing a working environment free from harassment and bullying and ensuring all councillors, staff, volunteers and members of the public are treated, and treat others, with dignity and respect.
- 1.2. This policy covers harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions. It covers bullying and harassment by staff (which may include consultants, contractors and agency workers), councillors and volunteers and also by third parties such as customers, suppliers or visitors to our premises.
- 1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

#### **2. What is harassment?**

- 2.1. Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment.
- 2.2. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.
- 2.3. Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Harassment is unacceptable even if it does not fall within any of these categories.
- 2.4. Harassment may include, for example:
- a. unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing.
  - b. unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless).
  - c. offensive e-mails, text messages or social media content.
  - d. mocking, mimicking or belittling a person's disability.

2.5. A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

### **3. What is bullying?**

3.1. Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority but can include both personal strength and the power to coerce through fear or intimidation.

3.2. Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include, by way of example:

- a. physical or psychological threats.
- b. overbearing and intimidating levels of supervision.
- c. inappropriate derogatory remarks about someone's performance.

3.3. Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

### **4. If you are being harassed or bullied**

4.1. If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager or to the Town Clerk who can provide confidential advice and assistance in resolving the issue formally or informally.

4.2. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

4.3. We will investigate complaints in a timely and confidential manner. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

4.4. Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee, the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is

upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

4.5. You can also raise the matter with the Monitoring Officer in accordance with clause 6 below.

## **5. Protection and support for those involved**

5.1. Staff, councillors or volunteers who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

### **5.2. The Councillors' Code of Conduct**

Bullying is expressly forbidden under the Councillors' Code of Conduct. There are complementary obligations to:

- not do anything which may cause the Town Council to breach any equality laws.
- treat others with respect.
- not intimidate any person who is or is likely to be a complainant, a witness or involved in an investigation relating to a breach of the Code; and,
- not compromise or attempt to compromise the impartiality of those who work for, or on behalf of the Town Council.

5.3. A proven allegation of bullying or harassment will always be a breach of the Code of Conduct and the Councillor involved is liable to be reported to the Monitoring Officer. Councillors are entitled to challenge Officers as to why they hold their views, however, if criticism amounts to a personal attack or is of an offensive nature, the Councillor is likely to have crossed the line of what is acceptable behaviour. In the event of bullying taking place between members of staff the individual is liable to be reported to the Town Clerk or Chairman.

5.4. If there are instances of bullying or harassment by councillors towards staff, volunteers or other councillors, then those councillors who have knowledge of or may have witnessed any instances of bullying and harassment should consider reporting the matter to the Monitoring Officer. It is also open to staff who are either the subject of bullying and/or harassment or who witness such behaviour to report the matter to the Monitoring Officer.

5.5. If Councillors or Staff are unsure what to do or how to report incidents of bullying and/or harassment, they should refer the matter to the Monitoring Officer for advice.

## **6. Record-keeping**

6.1. Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process.

## **Schedule 4 Whistleblowing policy**

### **1. About this policy**

- 1.1. We are committed to conducting our business with honesty and integrity and we expect all councillors, staff and volunteers to maintain high standards. Any suspected wrongdoing should be reported as soon as possible.
- 1.2. This policy covers all employees, councillors, volunteers, consultants, contractors, casual workers and agency workers.
- 1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. What is whistleblowing?**

- 2.1. Whistleblowing is the reporting of suspected wrongdoing or dangers in relation to our activities. This includes bribery, facilitation of tax evasion, fraud or other criminal activity, miscarriages of justice, health and safety risks, damage to the environment and any breach of legal or professional obligations.

### **3. How to raise a concern**

- 3.1. Absolute proof of wrongdoing is not necessary before you raise a concern. You should share concerns with an appropriate person as soon as possible where you have a reasonable belief that wrongdoing has occurred, is occurring or may occur.
- 3.2. We hope that in many cases you will be able to raise any concerns with your line manager. However, where you prefer not to raise it with your line manager for any reason, you should contact the Town Clerk, the Chair of the Council or any Councillor.
- 3.3. We will arrange a meeting with you as soon as possible to discuss your concern. You may bring a colleague or union representative to any meetings under this policy. Your companion must respect the confidentiality of your disclosure and any subsequent investigation.

### **4. Confidentiality**

- 4.1. We hope that staff will feel able to voice whistleblowing concerns openly under this policy. Completely anonymous disclosures are difficult to investigate and we will encourage you to revoke your anonymity. If you want to raise your concern confidentially, we will make every effort to keep your identity secret and only reveal it where necessary to those involved in investigating your concern.

## **5. External disclosures**

- 5.1. The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 5.2. The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body such as a regulator. We strongly encourage you to seek advice before reporting a concern to anyone external. Free advice can be obtained from Public Concern at Work, a charity established to help people with issues around whistleblowing.

## **6. Protection and support for whistle-blowers**

- 6.1. We aim to encourage openness and will support whistle-blowers who raise genuine concerns under this policy, even if they turn out to be mistaken.
- 6.2. Whistle-blowers must not suffer any detrimental treatment as a result of raising a genuine concern. If you believe that you have suffered any such treatment, you should inform the Town Clerk, the Chairman of the Council or any Councillor.
- 6.3. You must not threaten or retaliate against whistle-blowers in any way. If you are involved in such conduct you may be subject to disciplinary action.
- 6.4. However, if we conclude that a whistle-blower has made false allegations maliciously, the whistle-blower may be subject to disciplinary action.

## **Schedule 5 Disciplinary Policy and Procedure**

### **1. About this Policy**

- 1.1. This policy is based on and complies with the ACAS Code of Practice and Guidance on Discipline and Grievances at work.
- 1.2. The policy is designed to help you improve unsatisfactory conduct in your job. Wherever possible, we will try to resolve our concerns about your behaviour informally, without starting the formal procedure set out below. The standards of conduct expected of all employees are set out in the Disciplinary Rules which are contained in this Staff Handbook.
- 1.3. It is our policy to ensure that any disciplinary matter is dealt with fairly, consistently and in accordance with the Equality Act 2010 and that steps are taken to establish the facts and to give you the opportunity to respond before taking any formal action. The procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.4. This procedure is used to deal with misconduct. It does not apply to cases involving genuine sickness absence or poor performance. In those cases, reference should be made to the appropriate policy or procedure in this Staff Handbook.
- 1.5. This procedure does not form part of any employee's contract of employment and it may be amended at any time. We may also vary this procedure, including any time limits, as appropriate in any case.

### **2. Minor conduct issues**

- 2.1. Informal coaching and supervision will be considered, where appropriate, to improve conduct and / or attendance and minor conduct issues can often be resolved informally between you and your line manager. These discussions should be held in private and without undue delay whenever there is cause for concern. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future disciplinary hearings. In some cases, an informal verbal warning may be given, which will not form part of your disciplinary records. Formal steps will be taken under this procedure if the matter is not resolved, or if informal discussion is not appropriate (for example, because of the seriousness of the allegation).
- 2.2. If you have difficulty at any stage of the procedure because of a disability, you should discuss the situation with your line manager as soon as possible.



### **3. Confidentiality**

- 3.1. Our aim is to deal with disciplinary matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with an investigation or disciplinary matter.
- 3.2. You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings. Any breach of this requirement will be dealt with as a disciplinary matter, unless it has been agreed that allowing you to record a meeting is a reasonable adjustment in accordance with the provisions of the Equality Act 2010.
- 3.3. You will normally be told the names of any witnesses whose evidence is relevant to disciplinary proceedings against you, unless we believe that a witness's identity should remain confidential.

### **4. Investigations**

- 4.1. The purpose of an investigation is for us to establish a fair and balanced view of the facts relating to any disciplinary allegations against you, before deciding whether to proceed with a disciplinary hearing. The amount of investigation required will depend on the nature of the allegations and will vary from case to case. It may involve interviewing and taking statements from you and any witnesses, and/or reviewing relevant documents.
- 4.2. If your manager believes there may be a disciplinary case to answer, we may initiate a more detailed investigation to establish the facts of a situation or to establish the perspective of others who may have witnessed misconduct.
- 4.3. Investigative interviews are solely for the purpose of fact-finding and no decision on disciplinary action will be taken until after a disciplinary hearing has been held. You must co-operate fully and promptly in any investigation. This will include informing us of the names of any relevant witnesses, disclosing any relevant documents to us and attending investigative interviews if required.
- 4.4. If a formal disciplinary investigation is required, the Council's Staffing Committee will appoint an Investigator who will be responsible for undertaking a fact-finding exercise to collect all relevant information. The Investigator will be independent and will normally be a councillor. If the Staffing Committee considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee), it will appoint someone from outside the Council. The Investigator

will be appointed as soon as possible after the allegations have been made. The Staffing Committee will inform the Investigator of the terms of reference of the investigation. The terms of reference should specify:

- The allegations or events that the investigation is required to examine.
- Whether a recommendation is required.
- How the findings should be presented. For example, an investigator will often be required to present the findings in the form of a written report.
- Who the findings should be reported to and who to contact for further direction if unexpected issues arise or advice is needed.

4.5. The Investigator will be asked to submit their findings within 20 working days of appointment where reasonably possible. In cases of allegations of minor misconduct, the appointment of an investigator may not be necessary, and we may decide to commence disciplinary proceedings at the next stage - the disciplinary hearing (see paragraph 7).

4.6. The Staffing Committee will notify you in writing of the alleged misconduct and details of the person undertaking the investigation. You may be asked to meet the Investigator as part of the disciplinary investigation. You will be given sufficient notice of the meeting with the Investigator so that you have reasonable time to prepare for it. The letter will explain the investigatory process and that the meeting is part of that process. You will be provided with a copy of the Council's disciplinary procedure. We will also inform you that when you meet with the Investigator, you will have the opportunity to comment on the allegations of misconduct.

4.7. Employees may be accompanied or represented by a workplace colleague, a trade union representative or a trade union official at any investigatory meeting.

4.8. If there are other persons (e.g. employees, councillors, members of the public or the Council's contractors) who can provide relevant information, the Investigator should try to obtain it from them in advance of the meeting with you.

4.9. The Investigator has no authority to take disciplinary action. Their role is to establish the facts of the case as quickly as possible and prepare a report that recommends to the Staffing Committee whether or not disciplinary action should be considered under the policy.

4.10. The Investigator's report will contain their recommendations and the findings on which they were based. They will recommend either:

- You have no case to answer and there should be no further action under the Council's disciplinary procedure.
- The matter is not serious enough to justify further use of the disciplinary procedure and can be dealt with informally, or
- You have a case to answer and a formal hearing should be convened under the Council's disciplinary procedure.

4.11. The Investigator will submit the report to the Staffing Committee which will decide whether further action will be taken.

4.12. If the Council decides that it will not take disciplinary action, it may consider whether mediation would be appropriate in the circumstances.

## **5. Criminal allegations**

5.1. Where your conduct is the subject of a criminal investigation, charge or conviction the Council will investigate the facts before deciding whether to take formal disciplinary action.

5.2. The Council will not usually wait for the outcome of any prosecution before deciding what action, if any, to take. Where you are unable or have been advised not to attend a disciplinary hearing or say anything about a pending criminal matter, we may have to take a decision based on the available evidence.

5.3. A criminal investigation, charge or conviction relating to conduct outside work may be treated as a disciplinary matter if we consider that it is relevant to your employment.

## **6. Suspension**

6.1. In some circumstances we may need to suspend you from work. The suspension will be for no longer than is necessary to investigate any allegations of misconduct against you or so long as is otherwise reasonable while any disciplinary procedure against you is outstanding. We will confirm the arrangements to you in writing. While suspended you should not visit our premises or contact any of our clients, customers, suppliers, contractors or staff, unless you have been authorised to do so. We will make arrangements for you to access any information or documents that you reasonably require to respond to any allegations.

6.2. While on suspension, you are required to be available during normal hours of work in the event that we need to make contact.

6.3. You must not contact or attempt to contact or influence anyone connected with the investigation in any way or to discuss this matter with any other employee or councillor

6.4. Suspension of this kind is not a disciplinary penalty and does not imply that any decision has already been made about the allegations. Subject to the terms of your contract, you will continue to receive your full basic salary and benefits during the period of suspension.

## **7. The Disciplinary Hearing**

7.1. Following any investigation, if the Staffing Committee decides that there is a case to answer, it will appoint a staffing sub-committee of three Councillors, to formally hear the allegations. The staffing sub-committee will appoint a Chairperson from one of its members. The Investigator shall not sit on the sub-committee.

7.2. No councillor with direct involvement in the matter shall be appointed to the sub-committee. You will be invited, in writing, to attend a disciplinary meeting. The sub-committee's letter will confirm the following:

- The names of its Chairperson and other two members.
- Details of the alleged misconduct, its possible consequences and the employee's statutory right to be accompanied at the meeting.
- A copy of the information provided to the sub-committee which may include the investigation report, supporting evidence and a copy of the Council's disciplinary procedure.
- A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.
- The time and date for the hearing. The hearing will be held as soon as reasonably practicable but you will be given reasonable notice of the hearing, usually two to seven days, so that you have sufficient time to prepare your case based on the information the Council has given you.
- That witnesses may attend on your and the Council's behalf and that both parties should inform the other of their witnesses' names at least two working days before the hearing.
- The you have the right to be accompanied at the hearing in accordance with clause 8.

## **8. Right to be accompanied**

8.1. You may bring a companion to any investigatory, disciplinary hearing or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell us who your chosen companion is, in good time before the hearing.

- 8.2. The companion is permitted to address such meetings/hearings, to put your case and to confer with you. The companion cannot answer questions put to you, address the meeting/hearing against your wishes or prevent you from explaining your case.
- 8.3. A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 8.4. If your companion is unavailable at the time a meeting is scheduled and will not be available for more than five working days afterwards, we may ask you to choose someone else.
- 8.5. We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) if this will help overcome a disability, or if you have difficulty understanding English.
- 8.6. You are expected to make reasonable efforts to attend any meetings/hearings and a failure to attend may result in us proceeding and/or reaching a decision in your absence.

## **9. Procedure at disciplinary hearings**

- 9.1. If you or your companion cannot attend the hearing you should inform us immediately and we will arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct in itself. If you fail to attend without good reason or are persistently unable to do so (for example for health reasons), we may have to take a decision based on the available evidence.
- 9.2. The purpose of the disciplinary hearing is for the allegations to be put to you and then to allow you the opportunity to give your perspective.
- 9.3. The disciplinary hearing will be conducted as follows:
- The Chairperson will introduce the members of the sub-committee to you and explain arrangements for the hearing.
  - The Chairperson will set out the allegations and invite the investigator to present the findings of the investigation report (if there has been a previous investigation) and where there is no investigation report the investigator will provide a verbal summary of the allegations.
  - The Chairperson will then invite you to present your account.
  - You (or your companion) will set out your case and present evidence (including any witnesses and/or witness statements).

- Any member of the sub-committee, you (or your companion) may question the investigator, and any witness. Any member of the sub-committee can ask you questions.
  - You (or your companion) will have the opportunity to sum up.
- 9.4. You may ask relevant witnesses to appear at the hearing, provided you give us sufficient notice (usually at least two working days) to arrange their attendance. You will be given the right to respond to any information given by a witness.
- 9.5. We may adjourn the disciplinary hearing if we need to carry out any further investigations such as re-interviewing witnesses in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 9.6. The Chairperson will inform you in writing of the sub-committee's decision and their reasons for it, usually within 10 days of the disciplinary hearing and you will be notified of your right to appeal the decision.

## **10. Disciplinary penalties**

- 10.1. The usual penalties for misconduct are set out below. No penalty should be imposed without a hearing. We aim to treat all employees fairly and consistently.
- 10.2. You will not normally be dismissed for a first act of misconduct, unless we decide it amounts to gross misconduct or you have not yet completed your probationary period.
- 10.3. Stage 1 - First written warning. A first written warning will usually be appropriate for a first act of misconduct where there are no other active written warnings on your disciplinary record. A first written warning will set out:
- The reason for the written warning, the improvement required (if appropriate) and the time period for improvement.
  - That further misconduct will result in more serious disciplinary action.
  - Your right to appeal.
  - That a note confirming the written warning will be placed on your personnel file, that a copy will be provided to you and that the warning will remain in force for a specified period of time (e.g., 12 months).
- 10.4. Stage 2 - Final written warning - A final written warning will usually be appropriate for:
- a. misconduct where there is already an active written warning on your record; or
  - b. misconduct that we consider sufficiently serious to warrant a final written warning even though there are no other active warnings on your record.
  - c. A final written warning will set out:

- The reason for the final written warning, the improvement required (if appropriate) and the time period for improvement.
- That further misconduct will result in more serious disciplinary action up to and including dismissal.
- Your right of appeal.
- That a note confirming the final written warning will be placed on your personnel file, that a copy will be provided to you and that the warning will remain in force for a specified period of time (e.g. 12 months).

10.5. Stage 3 – Dismissal - Dismissal will usually only be appropriate for:

- a. any misconduct during your probationary period.
- b. further misconduct where there is an active final written warning on your record; or
- c. any gross misconduct regardless of whether there are active warnings on your record. Gross misconduct will usually result in immediate dismissal without notice or payment in lieu of notice (summary dismissal). Examples of gross misconduct are set out in our Disciplinary Rules, which are in this Staff Handbook.

10.6. The Council will consider very carefully a decision to dismiss. If you are dismissed, you will receive a written statement of the reasons for dismissal, the date on which your employment will end and details of your right of appeal.

10.7. In some cases we may, at our discretion (but only if your contract allows for such an alternative sanction) consider alternatives to dismissal. These will usually be accompanied by a final written warning. Examples include:

- Demotion.
- Transfer to another department or job.
- A period of suspension without pay.
- Loss of seniority.
- Reduction in pay.
- Loss of future pay increment or bonus.
- Loss of overtime.

10.8. Action taken as a result of a disciplinary hearing will remain in force for the stated time period unless it is modified as a result of an appeal.

10.9. If the sub-committee decides that no disciplinary action should be taken then no record of the matter will be retained in your personnel file.

## **11. Effect of a warning**

11.1. Written warnings will set out the nature of the misconduct, the change in behaviour required, the period for which the warning will remain active, and the likely consequences of further misconduct in that active period.

11.2. A first written warning will usually remain active for six months and a final written warning will usually remain active for 12 months. However, in cases of serious, repeat or persistent misconduct not justifying dismissal or where there is evidence that past warnings have not been heeded, it may be that an increased duration of warning is applied. Your conduct may be reviewed at the end of a warning's active period and if it has not improved sufficiently, we may decide to extend the active period.

11.3. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future disciplinary proceedings.

## **12. Appeals**

12.1. If you feel that disciplinary action taken against you is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the person named in the outcome letter within one week of the date on which you were informed of the decision.

12.2. The grounds for appeal include:

- A failure by the Council to follow its disciplinary policy which you believe has resulted in some unfairness.
- That the sub-committee's disciplinary decision was not supported by the evidence.
- That the disciplinary action was too severe in the circumstances of the case.
- That new evidence has come to light since the disciplinary hearing.

12.3. If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing, and you or your companion may comment on any new evidence arising during the appeal before any decision is taken.



- 12.4. We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice. You will be notified of your right to be accompanied in accordance with paragraph 8 above.
- 12.5. Where reasonably practicable, the appeal hearing will be conducted impartially by a panel of three members of the Staffing Committee who have not previously been involved in the case. There may be insufficient members of the staffing subcommittee who have not previously been involved, if so, the appeal panel will be a committee of three members of the Council who may include members of the Staffing Committee. The appeal panel will appoint a Chairperson from one of its members. The person who investigated the issue may also be present. We may also choose to have an HR representative in attendance.
- 12.6. At the appeal hearing, the Chairperson will:
- Introduce the panel members to you.
  - Explain the purpose of the meeting, which is to hear your reasons for appealing against the disciplinary decision.
  - Explain the action that the appeal panel may take.
- 12.7. You (or your companion) will be asked to explain your grounds of appeal.
- 12.8. We may adjourn the appeal hearing if we need to carry out any further investigations in the light of any new points you have raised at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 12.9. At the conclusion of the appeal hearing (or any reconvened appeal hearing), the Chairperson will inform you that you will receive the decision and the panel's reasons in writing within 10 days of the appeal hearing. There will be no further right of appeal.
- 12.10. Following the appeal hearing we may:
- confirm the original decision of the Staffing Committee.
  - revoke the original decision of the Staffing Committee; or
  - substitute a less serious sanction.
- 12.11. If on appeal the panel decide that no disciplinary action was warranted, no record of the matter will be retained on your personnel file.
- 12.12. If an appeal against dismissal is upheld, you will be paid in full for the period from the date of dismissal and your continuity of service will be preserved.

## **Schedule 6 Disciplinary Rules**

### **1. About this policy**

- 1.1. These Disciplinary Rules should be read in conjunction with our Disciplinary Procedure. The aim of the Disciplinary Rules and Disciplinary Procedure is to set out the standards of conduct expected of all staff and to provide a framework within which managers can work with staff to maintain those standards and encourage improvement where necessary.
- 1.2. It is our policy to ensure that any disciplinary matter is dealt with fairly and in accordance with the Disciplinary Procedure.
- 1.3. If you are in any doubt as to your responsibilities or the standards of conduct expected you should speak to your line manager.
- 1.4. We may amend our Disciplinary Rules at any time.

### **2. Rules of conduct**

- 2.1. While working for us you should at all times maintain professional and responsible standards of conduct. In particular you should:
  - (a) observe the terms and conditions of your contract, particularly with regard to:
    - (i) hours of work and timekeeping.
    - (ii) confidentiality.
    - (iii) sickness absence.
  - (b) observe all our policies, procedures and regulations which are included in this Staff Handbook or notified to you from time to time by means of notice boards, e-mail or otherwise.
  - (d) take reasonable care in respect of the health and safety of colleagues and third parties and comply with our Health and Safety Policy.
  - (e) comply with all reasonable instructions given by managers; and
  - (f) act at all times in good faith and in the best interests of our business, customers and staff.
  - (g) not misuse our resources and facilities, including telephones, email and internet.
- 2.2. Failure to maintain satisfactory standards of conduct may result in action being taken under our Disciplinary Procedure.

### **3. Misconduct**

- 3.1. The following are examples of matters that will normally be regarded as misconduct and will be dealt with under our Disciplinary Procedure:
- a. Minor breaches of our policies and procedures including minor breaches of health and safety rules.
  - b. Minor breaches of your contract.
  - c. Damage to, or unauthorised use of, our property.
  - d. Poor timekeeping.
  - e. Time wasting.
  - f. Unauthorised and/or undisclosed recording of any meeting, including disciplinary, sickness absence, capability and/or grievance meetings.
  - g. Unauthorised absence from work.
  - h. Excessive use of our telephones for personal calls.
  - i. Excessive personal e-mail or internet usage.
  - j. Negligence in the performance of your duties.
  - k. Minor examples of inappropriate behaviour.
  - l. Unreasonable refusal to follow reasonable instructions.

This list is intended as a guide and is not exhaustive.

### **4. Gross misconduct**

4.1 Gross misconduct is a serious breach of contract and includes misconduct which, in our opinion, is likely to prejudice the organisation or reputation or irreparably damage the working relationship and trust between us. Gross misconduct will be dealt with under our Disciplinary Procedure and will normally lead to dismissal without notice or pay in lieu of notice (summary dismissal).

4.2 The following are examples of matters that are normally regarded as gross misconduct:

- a. theft.
- b. unauthorised removal of our property or the property of a colleague, contractor, customer or member of the public.
- c. fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets.
- d. where applicable, clocking another employee's clocking-card or allowing another employee to clock your clocking-card or the clocking-card of any other employee. You should only ever clock your own card.

- e. actual or threatened physical violence or bullying or behaviour which provokes violence.
- f. deliberate and/or serious damage to our buildings, fittings, stock, property or equipment, or the property of a colleague, contractor, customer or member of the public.
- g. serious misuse of the organisation's property or name.
- h. deliberately accessing internet sites containing pornographic, offensive or obscene material.
- i. repeated or serious failure to obey instructions, or any other serious act of insubordination.
- j. unlawful discrimination or harassment.
- k. bringing the organisation into serious disrepute.
- l. being under the influence of or in any way impaired by alcohol or illegal drugs at work or failing an alcohol/drugs test.
- m. refusal to submit to a drugs or alcohol test.
- n. causing loss, damage or injury through serious negligence.
- o. serious or repeated breach of health and safety rules or our policies or procedures (including this Handbook).
- p. unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure.
- q. conviction for a criminal offence that in our opinion may affect our reputation or our relationships with our staff, customers or the public, or otherwise affects your suitability to continue to work for us.
- r. possession, use, supply or attempted supply of illegal drugs.
- s. serious neglect of duties, or a serious or deliberate breach of your contract or operating procedures.
- t. unauthorised use, processing or disclosure of personal data contrary to our Data Protection Policy.
- u. making untrue allegations in bad faith against a colleague.
- v. serious and/or repeated breaches of our policies and procedures.
- w. driving a vehicle in an unsafe manner or otherwise than in accordance with the law whilst on Council business.

This list is intended as a guide and is not exhaustive.

## **Schedule 7 Grievance Procedure**

### **1. About this procedure**

- 1.1. This policy is based on and complies with the ACAS Code of Practice and Guidance on discipline and grievances at work. It aims to encourage and maintain good relationships between the Council and its employees by treating grievances seriously and resolving them as quickly as possible. It sets out arrangements for you to raise concerns, problems or complaints about your employment with the Council and will be applied fairly, consistently and in accordance with the Equality Act 2010.
- 1.2. Most grievances can be resolved quickly and informally through discussion with your line manager or if your grievance relates to your line manager the Chairperson of the Staffing Committee or another member of the Staffing Committee. If this does not resolve the problem, you should initiate the formal procedure set out below. (If your grievance is about a councillor, it may be appropriate to involve that councillor at the informal stage. This will require both the consent of you and the councillor).
- 1.3. This procedure applies to all employees regardless of length of service.
- 1.4. This procedure does not form part of any employee's contract of employment. It may be amended at any time and we may depart from it depending on the circumstances of any case.
- 1.5. Where your grievance is about the conduct of a councillor and therefore amounts to a Code of Conduct complaint a separate process must be followed in accordance with the High Court decision in R (Harvey) v Ledbury Town Council (2018). You will need to raise your grievance in writing to the Council's principal monitoring officer. In all other cases the Grievance procedure documented below should be followed.

### **2. The Grievance Process**

#### **2.1. Step 1: written grievance**

- a. You should put your grievance in writing to the Chairman of the Council's Staffing Committee.
- b. The written grievance should set out the nature of the complaint, including any relevant facts, dates, and names of individuals involved so that we can investigate it.
- c. The Staffing Committee will appoint a sub-committee of three members to hear your grievance. The sub-committee will appoint a Chairperson from one of its members. No councillor with direct involvement in the matter shall be appointed to the sub-committee.

- d. If the sub-committee decides that it is appropriate (e.g. if the grievance is complex), it may appoint an investigator to carry out an investigation before the grievance meeting to establish the facts of the case. The investigation may include interviews (e.g. the employee submitting the grievance, other employees, councillors or members of the public).
- e. The investigator will summarise their findings (usually in an investigation report) and present their findings to the sub-committee.

## 2.2. Step 2: Grievance Meeting

- a. Within 10 working days of the Council receiving your grievance (or such longer period as is necessary to allow an investigation), you will normally be asked, in writing, to attend a grievance meeting. The written notification will include:
  - The names of the Chairperson and other members.
  - The date, time and place for the meeting. You will be given reasonable notice of the meeting which will normally be within 25 working days of when the Council received your grievance.
  - Your right to be accompanied by a workplace colleague, a trade union representative or a trade union official.
  - A copy of the Council's Grievance Procedure.
  - Confirmation that, if necessary, witnesses may attend (or submit a witness statement) on your behalf and that you should provide the names of your witnesses as soon as possible before the meeting.
  - Confirmation that you will provide the Council with any supporting evidence in advance of the meeting, usually with at least two days' notice.
  - The findings of the investigation if there has been one.
  - An invitation for you to request any adjustments to be made for the hearing (for example where you have a health condition).
- b. You should make every effort to attend. You may bring a companion to the grievance meeting if you make a reasonable request in advance and tell us the name of your chosen companion. The companion may be either a trade union representative or a colleague, who will be allowed reasonable paid time off from duties to act as your companion.

- c. If you or your companion cannot attend at the time specified you should let us know as soon as possible and we will try, within reason, to agree an alternative time.
- d. The procedure to be followed at the Grievance Meeting is as follows:
  - The Chairperson will introduce the members of the sub-committee.
  - You (or your companion) will set out the grievance and present the evidence.
  - The Chairperson and/or panel members will ask you questions about the information presented and will want to understand what action you want the Council to take.
  - Any member of the sub-committee, you (or your companion) can question any witness.
  - You (or your companion) will have the opportunity to sum up your grievance.
- e. We may adjourn the meeting if we need to carry out further investigations, after which the meeting will usually be reconvened.
- f. We will write to you, usually within 10 days of the last grievance meeting, to confirm our decision and notify you of any further action that we intend to take to resolve the grievance. We will also advise you of your right of appeal.

### 2.3. Step 3: appeals

- a. If the grievance has not been resolved to your satisfaction you may appeal in writing to the Staffing Committee (or such other person named in the Grievance outcome letter), stating your full grounds of appeal, within one week of the date on which the decision was sent or given to you.
- b. Appeals may be raised on a number of grounds, e.g.:
  - A failure by the Council to follow its Grievance policy resulting in some unfairness to you.
  - The decision was not supported by the evidence.
  - The action proposed by the sub-committee was inadequate/inappropriate.
  - New evidence has come to light since the Grievance meeting.

- c. The appeal will be heard by a panel of three members of the Staffing Committee who have not previously been involved in the case. There may be insufficient members of the Staffing Committee who have not previously been involved, if so, the appeal panel will be a committee of three Council members who may include members of the Staffing Committee. The appeal panel will appoint a Chairperson from one of its members.
- d. We will notify you, in writing, usually within 10 working days of receipt of your appeal of the time, date and place of the appeal meeting. The meeting will usually take place within 25 working days of the Council's receipt of the appeal. You have the right to be accompanied by a workplace colleague, a trade union representative or a trade union official
- e. At the appeal meeting, the Chairperson will:
  - Introduce the panel members to you.
  - Explain the purpose of the meeting, which is to hear your reasons for appealing against the decision of the staffing sub-committee.
  - Explain the action that the appeal panel may take.
- f. You (or your companion) will be asked to explain your grounds of appeal.
- g. The Chairperson will inform you that you will receive the decision and the panel's reasons, in writing, within 10 working days of the appeal meeting.
- h. The appeal panel may decide to uphold the decision of the Staffing Committee or substitute its own decision.
- i. There is no further right of appeal.



## **Schedule 8    Sickness Absence Policy**

### **1. About this policy**

- 1.1. This policy sets out our arrangements for sick pay and for reporting and managing sickness absence. It should be read in conjunction with your contract of employment.
- 1.2. Abuse of sickness absence, including failing to report absence or falsely claiming sick pay will be treated as misconduct under our Disciplinary Procedure.
- 1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Reporting when you are sick**

- 2.1. Details of your obligations regarding reporting sickness absence and your rights to SSP are set out in your contract of employment.
- 2.2. If you cannot attend work because you are sick or injured you should telephone your line manager (texts or email notification is not acceptable) as early as possible and no later than 30 minutes before the time when you are normally expected to start work.
- 2.3. When reporting absence, you should (as far as is practicable) give details of the nature of the illness or reason for your absence, some indication of your expected return date (and notify us as soon as possible if this date changes), provide contact details and an indication of any outstanding or urgent work that requires attention.

### **3. Evidence of incapacity**

- 3.1. You must complete a self-certification form for sickness absence of up to seven calendar days.
- 3.2. For absence of more than a week you must obtain a certificate from your doctor stating that you are not fit for work, giving the reason. You must also complete a self-certification form to cover the first seven days. If absence continues beyond the expiry of a certificate, further certificates must be provided to cover the entire period of absence.
- 3.3. If your doctor provides a certificate stating that you "may be fit for work" you must inform your manager immediately. We will consider how to facilitate your return to work, taking account of your doctor's advice. If appropriate measures cannot be taken, you will remain on sick leave and we will set a date for review.
- 3.4. Where we are concerned about the reason for absence or levels of absence (generally if you had more than three periods of self-certificated absence in a 12-month period),

you may be required to produce a medical certificate for each subsequent absence, regardless of duration. In such circumstances, we will cover any costs incurred in obtaining such medical certificates, for absences of a week or less, on production of a doctor's invoice.

3.5. Persistent short-term absence, long-term absence, absences immediately before or after a period of holiday or other leave, amounts of absence that reach the level set out below and/or failure to comply with the sickness absence reporting requirements will be investigated and may lead to action being taken under our Disciplinary Procedures or under this policy.

#### **4. Statutory sick pay/contractual sick pay**

4.1. You may be entitled to Statutory Sick Pay (SSP) if you satisfy the relevant statutory requirements. Qualifying days for SSP are Monday to Friday, or, if different, your normal working days. The rate of SSP is set by the government in April each year. No SSP is payable for the first three consecutive days of absence. It starts on the fourth day of absence and may be payable for up to 28 weeks.

4.2. In addition, you may be entitled to receive contractual sick pay as per the terms of your Contract of Employment. Any such contractual sick pay is inclusive of your entitlement to SSP.

#### **5. Return-to-work interviews**

5.1. After a period of sick leave your manager may hold a return-to-work interview with you. The purposes may include:

- ensuring you are fit for work and agreeing any actions necessary to facilitate your return.
- confirming you have submitted the necessary certificates.
- updating you on anything that may have happened during your absence.
- raising any other concerns regarding your absence record or your return to work.

#### **6. Managing long-term or persistent absence**

6.1. The following paragraphs set out our procedure for dealing with long-term absence or where your level or frequency of short-term absence has given us cause for concern. The purpose of the procedure is to investigate and discuss the reasons for your absence, whether it is likely to continue or recur, and whether there are any measures that could improve your health and/or attendance. We may decide that medical evidence, or further medical evidence, is required before deciding on a course of action.

- 6.2. We will notify you in writing of the time, date and place of any meeting, and why it is being held.
- 6.3. Meetings will be conducted by your line manager, the Town Clerk or a Councillor and may be attended by our HR representative. You only have the right to be accompanied to meetings where the purpose of the meeting is to consider if a warning or other formal sanction should be applied to you.
- 6.4. If you have a disability, we will consider whether reasonable adjustments may need to be made to the sickness absence meetings procedure, or to your role or working arrangements.

## **7. Medical examinations**

- 7.1. We may ask you to consent to a medical examination by a doctor or occupational health professional or other specialist nominated by us (at our expense).
- 7.2. You will be asked to agree that any medical report produced may be disclosed to us and that we may discuss the contents of the report with the specialist and with our advisers. All medical reports will be kept confidential.

## **8. Returning to work from long-term sickness absence**

- 8.1. We are committed to helping employees return to work from long-term sickness absence. As part of our sickness absence meetings procedure (see below), we will, where appropriate and possible, support returns to work from long-term sickness absence by:
  - a. obtaining medical advice.
  - b. making reasonable adjustments to the workplace, working practices and working hours; and/or
  - c. agreeing a return-to-work programme.

## **9. Sickness Absence Meetings Procedure**

- 9.1. We may apply this procedure whenever we consider it necessary, including, for example, if you:
  - a. have been absent due to illness on a number of occasions.
  - b. have discussed matters at a return-to-work interview that requires investigation; and/or
  - c. have been absent for more than 28 days.

- 9.2. Unless it is impractical to do so, we will give you 5 days' written notice of the date, time and place of a sickness absence meeting. We will put any concerns about your sickness absence and the basis for those concerns in writing or otherwise advise why the meeting is being called. A reasonable opportunity for you to consider this information before a meeting will be provided.
- 9.3. The meeting will be conducted by your line manager or the Town Clerk or a Councillor and may be attended by our HR representative. You may bring a companion with you to the meeting (see below).
- 9.4. You must take all reasonable steps to attend a meeting. Failure to do so without good reason may be treated as misconduct. If you or your companion are unable to attend at the time specified, you should immediately inform us, and we will seek to agree an alternative time.
- 9.5. Confirmation of any decision made at a meeting (including any warning to be applied), the reasons for it, and of the right of appeal will be given to you in writing within 10 days of a sickness absence meeting (unless this time scale is not practicable, in which case it will be provided as soon as is practicable).
- 9.6. If, at any time, we consider that you have taken or are taking sickness absence when you are not unwell, they may refer matters to be dealt with under our Disciplinary Procedure.

## **10. Right to be accompanied**

- 10.1. You may bring a companion to any meeting where a warning or other sanction may be applied or appeal meeting under this procedure.
- 10.2. Your companion may be either a trade union representative or a colleague. Their details must be given to the manager conducting the meeting, in good time before it takes place.
- 10.3. Employees are allowed reasonable time off from duties without loss of pay to act as a companion. However, they are not obliged to act as a companion and may decline a request if they so wish.
- 10.4. We may at our discretion permit other companions (for example, a family member) where this will help overcome particular difficulties caused by a disability, or difficulty understanding English.
- 10.5. A companion may make representations, ask questions, and sum up your position, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during a meeting.

## **11. Stage 1: First Sickness Absence Meeting**

- 11.1. This will follow the procedure set out above on the arrangements for sickness absence meetings. As no formal warning or sanction is being considered at this meeting, you would not normally have the right to be accompanied.
- 11.2. The purposes of a first sickness absence meeting may include:
- a. Discussing the reasons for absence.
  - b. Where you are on long-term sickness absence, determining how long the absence is likely to last.
  - c. Where you have been absent on a number of occasions, determining the likelihood of further absences.
  - d. Considering whether medical advice is required.
  - e. Considering what, if any, measures might improve your health and/or attendance.
  - f. Agreeing a way forward, action that will be taken and a timescale for review and/or a further meeting under the sickness absence procedure.

## **12. Stage 2: Further Sickness Absence Meeting(s)**

- 12.1. Depending on the matters discussed at the first stage of the sickness absence procedure, a further meeting or meetings may be necessary. Arrangements for meetings under the second stage of the sickness absence procedure will follow the procedure set out above on the arrangements for sickness absence meetings and you will have the right to be accompanied if a formal warning or other sanction may be applied.
- 12.2. The purposes of further meeting(s) may include:
- a. Discussing the reasons for and impact of your ongoing absence(s).
  - b. Where you are on long-term sickness absence, discussing how long your absence is likely to last.
  - c. Where you have been absent on a number of occasions, discussing the likelihood of further absences.
  - d. If it has not been obtained, considering whether medical advice is required. If it has been obtained, considering the advice that has been given and whether further advice is required.

- e. Considering your ability to return to/remain in your job in view both of your capabilities and our business needs and any adjustments that can reasonably be made to your job to enable you to do so.
  - f. Considering possible redeployment opportunities and whether any adjustments can reasonably be made to assist in redeploying you.
  - g. Where you are able to return from long-term sick leave, whether to your job or a redeployed job, agreeing a return-to-work programme.
  - h. If it is considered that you are unlikely to be able to return to work from long-term absence, whether there are any benefits for which you should be considered.
  - i. Agreeing a way forward, action that will be taken and a timescale for review and/or a further meeting(s).
- 12.3. The outcome of this meeting may, depending on steps we have already taken, include issuing a first written warning or, if a first warning has already been issued, a final warning you that you are at risk of dismissal.
- 12.4. If there are further concerns about your absence, then a further sickness absence meeting may be necessary. Arrangements for any such further meetings will follow the procedure set out above on the arrangements for sickness absence meetings and you will have the right to be accompanied if a formal warning or other sanction may be applied.
- 12.5. The outcome of further meetings may, depending on steps we have already taken, include issuing a final written warning you that you are at risk of dismissal.

### **13. Stage 3: Final Sickness Absence Meeting**

- 13.1. Where you have been given a final written warning that you are at risk of dismissal, we may invite you to a final meeting under the final stage of the sickness absence procedure. Arrangements for this final meeting will follow the procedure set out above on the arrangements for and you will have the right to be accompanied at this final meeting.
- 13.2. The purposes of the meeting will be:
- a. To review the meetings that have taken place and matters discussed with you.
  - b. Where you remain on long-term sickness absence, to consider whether there have been any changes since the last meeting, either as regards your possible return to work or opportunities for return or redeployment.
  - c. To consider any further matters that you wish to raise.

- d. To consider whether there is a reasonable likelihood of you returning to work or achieving the desired level of attendance in a reasonable time.
- e. To consider the possible termination of your employment. Termination will normally be with full notice or payment in lieu of notice.

## **14. Appeals**

- 14.1. You may appeal against any formal warning or sanction applied at any stage of this procedure and you may bring a companion to an appeal meeting.
- 14.2. An appeal should be made in writing, stating the full grounds of appeal, to the person named in the relevant decision letter within 7 days of the date on which the decision was sent to you.
- 14.3. Unless it is not practicable, you will be given written notice of an appeal meeting within 5 days of the meeting. In cases of dismissal the appeal will be held as soon as possible. Any new matters raised in an appeal may delay an appeal meeting if further investigation is required.
- 14.4. You will be provided with written details of any new information which comes to light before an appeal meeting. You will also be given a reasonable opportunity to consider this information before the meeting.
- 14.5. Where practicable, an appeal meeting will be conducted by a Councillor or an external HR representative who was not involved in the Absence Meeting which resulted in the sanction which is the subject of the appeal.
- 14.6. The final decision will be confirmed in writing, if possible, within 10 days of the appeal meeting. There will be no further right of appeal.

## **Schedule 9 Capability Policy**

### **1. About this procedure**

- 1.1. The primary aim of this procedure is to provide a framework within which we can work with employees to maintain satisfactory performance standards and to encourage improvement where necessary.
- 1.2. It is our policy to ensure that concerns over performance are dealt with fairly and that steps are taken to establish the facts and to give employees the opportunity to respond at a hearing before any formal action is taken.
- 1.3. This policy does not apply to cases involving genuine sickness absence, proposed redundancies or misconduct. In those cases, reference should be made to the appropriate policy or procedure in this Staff Handbook.
- 1.4. This procedure applies to all employees regardless of length of service. It does not apply to agency workers or self-employed contractors.
- 1.5. This procedure does not form part of any employee's contract of employment and it may be amended at any time.

### **2. Identifying performance issues**

- 2.1. In the first instance, performance issues should normally be dealt with informally between you and your line manager as part of day-to-day management. Where appropriate, a note of any such informal discussions may be placed on your personnel file but will be ignored for the purposes of any future capability hearings. The formal procedure should be used for more serious cases, or in any case where an earlier informal discussion has not resulted in a satisfactory improvement. Informal discussions may help:
  - a. clarify the required standards.
  - b. identify areas of concern.
  - c. establish the likely causes of poor performance and identify any training needs.
  - d. and/or set targets for improvement and a timescale for review.
- 2.2. Employees will not normally be dismissed for performance reasons without previous warnings. However, in serious cases of gross negligence, or in any case involving an employee who has not yet completed their probationary period, dismissal without previous warnings may be appropriate.
- 2.3. If we have concerns about your performance, we will undertake an assessment to decide if there are grounds for taking formal action under this procedure. The procedure involved



will depend on the circumstances but may involve reviewing your personnel file including any appraisal records, gathering any relevant documents, monitoring your work and, if appropriate, interviewing you and/or other individuals confidentially regarding your work.

### **3. Disabilities**

3.1. Consideration will be given to whether poor performance may be related to a disability and, if so, whether there are reasonable adjustments that could be made to your working arrangements, including changing your duties or providing additional equipment or training. We may also consider adjusting this procedure in appropriate cases.

3.2. If you wish to discuss this or inform us of any medical condition you consider relevant, you should contact your line manager, the Town Clerk or a Councillor.

### **4. Confidentiality**

4.1. Our aim is to deal with performance matters sensitively and with due respect for the privacy of any individuals involved. All employees must treat as confidential any information communicated to them in connection with a matter which is subject to this capability procedure.

4.2. You, and anyone accompanying you (including witnesses), must not make electronic recordings of any meetings or hearings conducted under this procedure.

4.3. You will normally be told the names of any witnesses whose evidence is relevant to your capability hearing, unless we believe that a witness's identity should remain confidential.

### **5. Notification of a capability hearing**

5.1. If we consider that there are grounds for taking formal action over alleged poor performance, you will be required to attend a capability hearing. We will notify you in writing of our concerns over your performance, the reasons for those concerns, and the likely outcome if we decide after the hearing that your performance has been unsatisfactory. We will also include the following where appropriate:

- a. A summary of relevant information gathered as part of any investigation.
- b. A copy of any relevant documents which will be used at the capability hearing.
- c. A copy of any relevant witness statements, except where a witness's identity is to be kept confidential, in which case we will give you as much information as possible while maintaining confidentiality.

5.2. We will give you written notice of the date, time and place of the capability hearing. The hearing will be held as soon as reasonably practicable, but you will be given a reasonable

amount of time, usually two to seven days, to prepare your case based on the information we have given you.

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

- 6.1. You may bring a companion to any capability hearing (except investigatory hearings) or appeal hearing under this procedure. The companion may be either a trade union representative or a colleague. You must tell the person conducting the hearing who your chosen companion is, in good time before the hearing.
- 6.2. A companion is allowed reasonable time off from duties without loss of pay but no-one is obliged to act as a companion if they do not wish to do so.
- 6.3. If your companion is unavailable at the time a hearing is scheduled and will not be available for more than five working days, we may require you to choose someone else.
- 6.4. We may, at our discretion, allow you to bring a companion who is not a colleague or union representative (for example, a member of your family) where this will help overcome a particular difficulty caused by a disability, or where you have difficulty understanding English.

## **7. Procedure at capability hearings**

- 7.1. If you or your companion cannot attend the hearing you should inform us immediately and we will usually arrange an alternative time. You must make every effort to attend the hearing, and failure to attend without good reason may be treated as misconduct. If you fail to attend without good reason or are persistently unable to do so (for example, for health reasons), we may have to take a decision based on the available evidence including any written representations you have made.
- 7.2. The hearing will normally be held by your line manager, the Town Clerk or a Councillor and may be attended by our HR representative. You may bring a companion with you to the hearing (unless it is an investigatory hearing). Your companion may make representations, ask questions, and sum up your case, but will not be allowed to answer questions on your behalf. You may confer privately with your companion at any time during the hearing.
- 7.3. You may ask relevant witnesses to appear at the hearing, provided you give us sufficient advance notice to arrange their attendance. You will be given the opportunity to respond to any information given by a witness. However, you will not normally be permitted to cross-examine witnesses unless, in exceptional circumstances, we decide that a fair hearing could not be held otherwise.
- 7.4. The aims of a capability hearing will usually include:

- a. Setting out the required standards that we believe you may have failed to meet and going through any relevant evidence that we have gathered.
- b. Allowing you to ask questions, present evidence, call witnesses (if appropriate), respond to evidence and make representations.
- c. Establishing the likely causes of poor performance including any reasons why any measures taken so far have not led to the required improvement.
- d. Identifying whether there are further measures, such as additional training or supervision, which may improve performance.
- e. Where appropriate, discussing targets for improvement and a timescale for review.
- f. If dismissal is a possibility, establishing whether there is any likelihood of a significant improvement being made within a reasonable time and whether there is any practical alternative to dismissal, such as redeployment.

7.5. A hearing may be adjourned if we need to gather any further information or consider matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.

7.6. We will inform you in writing of our decision and our reasons for it, usually 10 days of the capability hearing. Where possible we will also explain this information to you in person.

## **8. Stage 1 hearing: first written warning**

8.1. Following a Stage 1 capability hearing, if we decide that your performance is unsatisfactory, we will give you a first written warning, setting out:

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

8.2. The warning will normally remain active for six months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of any future capability proceedings.

8.3. Your performance will be monitored during the review period and we will write to inform you of the outcome:

- a. if we are satisfied with your performance, no further action will be taken.

- b. if we are not satisfied, the matter may be progressed to a Stage 2 capability hearing;  
or
- c. if we feel that there has been a substantial but insufficient improvement, the review period may be extended.

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

9.1. If your performance does not improve within the review period set out in a first written warning, or if there is further evidence of poor performance while your first written warning is still active, we may decide to hold a Stage 2 capability hearing. We will send you written notification as set out above.

9.2. Following a Stage 2 capability hearing, if we decide that your performance is unsatisfactory, we will give you a final written warning, setting out:

- a. the areas in which you have not met the required performance standards.
- b. targets for improvement.
- c. any measures, such as additional training or supervision, which will be taken with a view to improving performance.
- d. a period for review; and
- e. the consequences of failing to improve within the review period, or of further unsatisfactory performance.

9.3. A final written warning will normally remain active for 12 months. After the active period, the warning will remain permanently on your personnel file but will be disregarded in deciding the outcome of future capability proceedings.

9.4. Your performance will be monitored during the review period and we will write to inform you of the outcome:

- a. if we are satisfied with your performance, no further action will be taken.
- b. if we are not satisfied, the matter may be progressed to a Stage 3 capability hearing;  
or
- c. if we feel that there has been a substantial but insufficient improvement, the review period may be extended.

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

10.1. We may decide to hold a Stage 3 capability hearing if we have reason to believe:

- a. your performance has not improved sufficiently within the review period set out in a final written warning.
  - b. your performance is unsatisfactory while a final written warning is still active; or
  - c. your performance has been grossly negligent such as to warrant dismissal without the need for a final written warning.
- 10.2. We will send you written notification of the hearing as set out above.
- 10.3. Following the hearing, if we find that your performance is unsatisfactory, we may consider a range of options including:
- a. Dismissing you.
  - b. Redeploying you into another suitable job at the same or (if your contract permits) a lower grade.
- 10.4. Extending an active final written warning and setting a further review period (in exceptional cases where we believe a substantial improvement is likely within the review period).
- a. Giving a final written warning (where no final written warning is currently active).
- 10.5. Dismissal will normally be with full notice or payment in lieu of notice, unless your performance has been so negligent as to amount to gross misconduct, in which case we may dismiss you without notice or any pay in lieu.

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

- 11.1. If you feel that a decision about poor performance under this procedure is wrong or unjust you should appeal in writing, stating your full grounds of appeal, to the person named in the outcome letter within one week of the date on which you were informed in writing of the decision.
- 11.2. If you raise any new matters in your appeal, we may need to carry out further investigation. If any new information comes to light, we will provide you with a summary including, where appropriate, copies of additional relevant documents and witness statements. You will have a reasonable opportunity to consider this information before the hearing.
- 11.3. We will give you written notice of the date, time and place of the appeal hearing. This will normally be two to seven days after you receive the written notice.

- 11.4. The appeal hearing will usually be conducted by a Councillor or external HR representative who has not been previously involved in the case. Our HR representative may also be present. You may bring a companion with you to the appeal hearing (see above).
- 11.5. A hearing may be adjourned if we need to gather any further information or consider matters discussed at the hearing. You will be given a reasonable opportunity to consider any new information obtained before the hearing is reconvened.
- 11.6. Following the appeal hearing we may:
- a. confirm the original decision.
  - b. revoke the original decision; or
  - c. substitute a different penalty.
- 11.7. We will inform you in writing of our final decision as soon as possible, usually within 10 days of the appeal hearing. Where possible we will also explain this to you in person. There will be no further right of appeal.

## **Schedule 10 Family Related Rights**

We will comply with our legal obligations in relation to family related leave and rights.

## **Schedule 11 IT and Communications Systems Policy**

### **1. About this policy**

- 1.1. Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2. Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Equipment security and passwords**

- 2.1. You are responsible for the security of the equipment allocated to or used by you and must not allow it to be used by anyone other than in accordance with this policy.
- 2.2. You are responsible for the security of any computer terminal used by you. You should lock your terminal or log off when leaving it unattended or on leaving the office, to prevent unauthorised users accessing the system in your absence. Anyone who is not authorised to access our network should only be allowed to use terminals under supervision.
- 2.3. Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting your line manager.
- 2.4. You should use passwords on all IT equipment, particularly items that you take out of the office. You must keep your passwords confidential and change them regularly. You must not use another person's username and password or make available or allow anyone else to log on using your username and password unless authorised by your line manager. Subject to the terms of your contract of employment, on the termination of employment (for any reason) you must provide details of your passwords to the Town Clerk and return any equipment, key fobs or cards.

2.5. If you have been issued with a laptop, tablet computer, BlackBerry, smartphone or other mobile device, you must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event of loss or theft. You should also be aware that when using equipment away from the workplace, documents may be read by third parties, for example, passengers on public transport.

### **3. Systems and data security**

3.1. You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).

3.2. You must not download or install software from external sources without authorisation from your line manager. This includes software programs, instant messaging programs, screensavers, photos, video clips and music files. If in doubt, staff should seek advice from their line manager.

3.3. You must not attach any device or equipment to our systems without authorisation from your line manager. This includes any USB flash drive, MP3 player, tablet, smartphone or other similar device, whether connected via the USB port, infra-red connection or in any other way.

3.4. We monitor all emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources or an email which appears suspicious (for example, if it contains a file whose name ends in .exe). Inform your line manager immediately if you suspect your computer may have a virus. We reserve the right to delete or block access to emails or attachments in the interests of security. We also reserve the right not to transmit any email message.

3.5. You should not attempt to gain access to restricted areas of the network, or to any password-protected information, except as authorised in the proper performance of your duties.

3.6. You must be particularly vigilant if you use our IT equipment outside the workplace and take such precautions as we may require from time to time against importing viruses or compromising system security. The system contains information which is confidential and/or subject to data protection legislation. Such information must be treated with extreme care and in accordance with our Data Protection Policy.



## 4. Email

- 4.1. Although email is a vital business tool, you should always consider if it is the appropriate method for a particular communication. Correspondence with third parties by email should be written as professionally as a letter. Messages should be concise and directed only to relevant individuals.
- 4.2. You should access your emails at least once every working day, stay in touch by remote access when travelling in connection with business, and use an out of office response when away from the office for more than a day. You should endeavour to respond to emails marked "high priority" promptly.
- 4.3. You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate emails. Anyone who feels that they are being or have been harassed or bullied or is offended by material received from a colleague via email, should inform their line manager.
- 4.4. You should take care with the content of all email messages, as incorrect or improper statements can give rise to claims for discrimination, harassment, defamation, breach of confidentiality or breach of contract. Remember that you have no control over where your email may be forwarded by the recipient. Avoid saying anything which would cause offence or embarrassment if it was forwarded to colleagues or third parties or found its way into the public domain.
- 4.5. Email messages are required to be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an email cannot be recovered for the purposes of disclosure. All email messages should be treated as potentially retrievable, either from the main server or using specialist software.

4.6. In general, you should not:

- a. Send, forward or read private emails at work which you would not want a third party to read.
- b. Send or forward chain mail, junk mail, cartoons, jokes or gossip.
- c. Contribute to system congestion by sending trivial messages, copying or forwarding emails to those who do not have a real need to receive them, or using "reply all" unnecessarily on an email with a large distribution list.
- d. Sell or advertise using our communication systems or broadcast messages about lost property, sponsorship or charitable appeals.
- e. Agree to terms, enter into contractual commitments or make representations by email unless appropriate authority has been obtained. A name typed at the end of an email is a signature in the same way as a name written at the end of a letter.
- f. Download or email text, music or any other content on the internet, which is subject to copyright protection, unless it is clear that the owner of such works allows this.
- g. Send messages from another person's email address (unless authorised) or under an assumed name.
- h. Send confidential messages via email or the internet, or by other means of external communication which are known not to be secure.

4.7. If you receive an email in error, you should inform the sender.

4.8. Do not use your own personal email account to send or receive email for the purposes of our business. Only use the email account we have provided for you.

## **5. Using the internet**

5.1. Internet access is provided primarily for business purposes. Occasional personal use in the case of emergencies may be permitted as set out below.

5.2. When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is of a kind described below, such a marker could be a source of embarrassment to the visitor and us, especially if inappropriate material has been accessed, downloaded, stored or forwarded from the website. Such actions may also, in certain circumstances, amount to a criminal offence if, for example, the material is pornographic in nature.

- 5.3. You should not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive, discriminatory, in bad taste or immoral. Even web content which is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 5.4. Except as authorised in the proper performance of your duties, you should not under any circumstances use our systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information on a blog or wiki, even in your own time.
- 5.5. The following must only be accessed from our network if they relate to the work of the Council and/or your job/role: online radio, audio and video streaming, instant messaging, webmail (such as Gmail or Hotmail) and social networking sites (including, but not limited to, Facebook, Twitter and YouTube).

## **6. Personal use of our systems**

- 6.1. We permit the incidental use of our internet, email and telephone systems to send personal email, browse the internet and make personal telephone calls subject to certain conditions set out below. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 6.2. Personal use must meet the following conditions:
  - a. Use must be minimal, limited to emergencies and where possible take place substantially out of normal working hours (that is, during lunch hours, before 9 am or after 5 pm).
  - b. Personal emails should be labelled "personal" in the subject header.
  - c. Use must not interfere with business or office commitment
  - d. Use must not commit us to any marginal costs.
- 6.3. Use must comply with this policy and our other policies including the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy, and Disciplinary Rules and Disciplinary Procedure.
- 6.4. You should be aware that personal use of our systems may be monitored and, where breaches of this policy are found, action may be taken under the disciplinary procedure.

We reserve the right to restrict or prevent access to certain telephone numbers or internet sites if we consider personal use to be excessive or if such restrictions are considered to be in the best interests of the business.

## **7. Monitoring**

7.1. Our systems enable us to monitor telephone, email, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, use of our systems including the telephone and computer systems, and any personal use of them, may be continually monitored by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

7.2. We reserve the right to retrieve the contents of email messages or to check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):

- a. To monitor whether use of the email system or the internet is legitimate and in accordance with this policy.
- b. To find lost messages or to retrieve messages lost due to computer failure.
- c. To assist in the investigation of alleged wrongdoing.
- d. To comply with any legal obligation.

## **8. Prohibited use of our systems**

8.1. Misuse or excessive personal use of our telephone or email system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some circumstances be a criminal offence. In particular, it will usually amount to gross misconduct to misuse our systems by participating in online gambling, forwarding chain letters, or by creating, viewing, accessing, transmitting or downloading any of the following material (this list is not exhaustive):

- a. Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature).
- b. Offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients or customers.
- c. A false and defamatory statement about any person or organisation.
- d. Material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy).
- e. Confidential information about us, our business, or any of our staff, clients or customers (except as authorised in the proper performance of your duties).
- f. Unauthorised software.
- g. Any other statement which is likely to create any criminal or civil liability (for you or us).
- h. Music or video files or other material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.

8.2. Where evidence of misuse is found, we may undertake a more detailed investigation in accordance with our Disciplinary Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or managers involved in the Disciplinary Procedure. If necessary, such information may be handed to the police in connection with a criminal investigation.

## **Schedule 12 Social media policy**

### **1. About this policy**

- 1.1. This policy is in place to minimise the risks to our organisation through use of social media. It applies to staff, councillors and volunteers.
- 1.2. This policy deals with the use of all forms of social media and all other social networking sites, internet postings and blogs. It applies to use of social media for work-related purposes as well as personal use that may affect our organisation in any way.
- 1.3. This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. Compliance with related policies and agreements**

- 2.1. Social media should never be used in a way that breaches any of our other policies. If an internet post would breach any of our policies in another forum, it will also breach them in an online forum. For example, you are prohibited from using social media to:
  - a. breach our IT and Communications Systems Policy.
  - b. breach our obligations with respect to the rules of relevant regulatory bodies.
  - c. breach any obligations contained in those policies relating to confidentiality.
  - d. breach our Disciplinary Policy or procedures.
  - e. breach our Anti-harassment and Bullying Policy.
  - f. breach our Equal Opportunities Policy.
  - g. breach our Data Protection Policy (for example, never disclose personal information about a colleague online); or
  - h. breach any other laws or regulatory requirements.
- 2.2. Staff should never provide references for other individuals on social or professional networking sites, as such references, positive and negative, can be attributed to the organisation and create legal liability for both the author of the reference and the organisation.
- 2.3. Staff who breach any of the above policies will be subject to disciplinary action up to and including termination of employment.

### **3. Personal use of social media**

- 3.1. Personal use of social media is never permitted during working hours or by means of our computers, networks and other IT resources and communications systems.

3.2. Occasional personal use of social media during working hours is permitted so long as it does not involve unprofessional or inappropriate content, does not interfere with your employment responsibilities or productivity and complies with this policy and our IT and Communications System Policy.

#### **4. Prohibited use**

4.1. You must avoid making any social media communications that could damage our business interests or reputation, even indirectly.

4.2. You must not use social media to defame or disparage us, our staff or any third party; to harass, bully or unlawfully discriminate against staff or third parties; to make false or misleading statements; or to impersonate colleagues or third parties.

4.3. You must not express opinions on our behalf via social media, unless expressly authorised to do so by the Town Clerk. You may be required to undergo training in order to obtain such authorisation.

4.4. You must not post comments about sensitive business-related topics, such as our performance, or do anything to jeopardise our trade secrets, confidential information and intellectual property. You must not include our logos or other trademarks in any social media posting or in your profile on any social media.

4.5. The contact details of business contacts made during the course of your employment are our confidential information. On termination of employment you must provide us with a copy of all such information, delete all such information from your personal social networking accounts and destroy any further copies of such information that you may have.

4.6. Any misuse of social media should be reported to your line manager.

#### **5. Work-related use of social media**

5.1. If your duties require you to speak on behalf of the organisation in a social media environment, you must still seek approval for such communication from your manager, who may require you to undergo training before you do so and impose certain requirements and restrictions with regard to your activities.

5.2. Likewise, if you are contacted for comments about the organisation for publication anywhere, including in any social media outlet, direct the enquiry to your line manager and do not respond without written approval.

5.3. The use of social media for business purposes is subject to the remainder of this policy.

## **6. Guidelines for responsible use of social media**

- 6.1. You should make it clear in social media postings, or in your personal profile, that you are speaking on your own behalf. Write in the first person and use a personal email address.
- 6.2. Be respectful to others when making any statement on social media and be aware that you are personally responsible for all communications which will be published on the internet for anyone to see.
- 6.3. If you disclose your affiliation with us on your profile or in any social media postings, you must state that your views do not represent those of the Council unless you are authorised to speak on our behalf as set out above). You should also ensure that your profile and any content you post are consistent with the professional image you present to clients and colleagues.
- 6.4. If you are uncertain or concerned about the appropriateness of any statement or posting, refrain from posting it until you have discussed it with the Town Clerk.
- 6.5. If you see social media content that disparages or reflects poorly on us, you should contact the Town Clerk and if possible, save a copy of the content.

## **7. Monitoring**

- 7.1. We reserve the right to monitor, intercept and review, without further notice, staff activities using our IT resources and communications systems, including but not limited to social media postings and activities, to ensure that our rules are being complied with and for legitimate business purposes and you consent to such monitoring by your use of such resources and systems.
- 7.2. For further information, please refer to our IT and Communications Systems Policy.

## **8. Recruitment**

- 8.1. We may use internet searches to perform due diligence on candidates in the course of recruitment. Where we do this, we will act in accordance with our data protection and equal opportunities obligations.

## **9. Breach of this policy**

- 9.1. Breach of this policy may result in disciplinary action up to and including dismissal. Any member of staff suspected of committing a breach of this policy will be required to cooperate with our investigation, which may involve handing over relevant passwords and login details.



9.2. You may be required to remove any social media content that we consider to constitute a breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

### 9.3. **Schedule 13 Data Protection Policy**

#### **1. Purpose**

- 1.1. The Council is committed to being transparent about how it collects and uses personal data, and to meeting our data protection obligations. This policy sets out the Council's commitment to data protection, and your rights and obligations in relation to personal data in line with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018 (DPA).
- 1.2. This policy applies to the personal data of current and former job applicants, employees, workers, councillors, contractors, and former employees. This policy does not apply to the personal data relating to members of the public or other personal data processed for Council business.
- 1.3. The Council has appointed the Town Clerk as the person with responsibility for data protection compliance within the Council. Questions about this policy, or requests for further information, should be directed to them.

#### **2. Definitions**

"Personal data" is any information that relates to a living person who can be identified from that data (a 'data subject') on its own, or when taken together with other information. It includes both automated personal data and manual filing systems where personal data are accessible according to specific criteria. It does not include anonymised data.

"Processing" is any use that is made of data, including collecting, recording, organising, consulting, storing, amending, disclosing or destroying it.

"Special categories of personal data" means information about an individual's racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health, sex life or sexual orientation and genetic or biometric data as well as criminal convictions and offences.

"Criminal records data" means information about an individual's criminal convictions and offences, and information relating to criminal allegations and proceedings.

#### **3. Data protection principles**

3.1. The Council processes personal data in accordance with the following data protection principles the Council:

- processes personal data lawfully, fairly and in a transparent manner.
- collects personal data only for specified, explicit and legitimate purposes.
- processes personal data only where it is adequate, relevant and limited to what is necessary for the purposes of processing.
- keeps accurate personal data and takes all reasonable steps to ensure that inaccurate personal data is rectified or deleted without delay.

- keeps personal data only for the period necessary for processing.
  - adopts appropriate measures to make sure that personal data is secure, and protected against unauthorised or unlawful processing, and accidental loss, destruction or damage.
- 3.2. The Council will tell you of the personal data it processes, the reasons for processing your personal data, how we use such data, how long we retain the data, and the legal basis for processing in our privacy notices.
- 3.3. The Council will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it. The Council will not process your personal data if it does not have a legal basis for processing.
- 3.4. The Council keeps a record of our processing activities in respect of personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

## **4. Processing**

### **4.1. Personal data**

- a. The Council will process your personal data (that is not classed as special categories of personal data) for one or more of the following reasons:
- it is necessary for the performance of a contract, e.g., your contract of employment (or services); and/or;
  - it is necessary to comply with any legal obligation; and/or;
  - it is necessary for the Council's legitimate interests (or for the legitimate interests of a third party), unless there is a good reason to protect your personal data which overrides those legitimate interests; and/or;
  - it is necessary to protect the vital interests of a data subject or another person; and/or;
  - it is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller.
- b. If the Council processes your personal data (excluding special categories of personal data) in line with one of the above bases, it does not require your consent. Otherwise, the Council is required to gain your consent to process your personal data. If the Council asks for your consent to process personal data, then we will explain the reason for the request. You do not need to consent or can withdraw consent later.
- c. The Council will not use your personal data for an unrelated purpose without telling you about it and the legal basis that we intend to rely on for processing it.
- d. Personal data gathered during the employment is held in your personnel file in hard copy and electronic format on HR and IT systems and servers.
- e. Sometimes the Council will share your personal data with contractors and agents to carry out our obligations under a contract with the individual or for our legitimate interests. We require those individuals or companies to keep your personal data

confidential and secure and to protect it in accordance with Data Protection law and our policies. They are only permitted to process that data for the lawful purpose for which it has been shared and in accordance with our instructions.

- f. The Council will update personal data promptly if you advise that your information has changed or is inaccurate. You may be required to provide documentary evidence in some circumstances.
- g. The Council keeps a record of our processing activities in respect of personal data in accordance with the requirements of the General Data Protection Regulation (GDPR).

#### **4.2. Special categories of data**

- a. The Council will only process special categories of your personal data (see above) on the following basis in accordance with legislation:
  - where it is necessary for carrying out rights and obligations under employment law or a collective agreement.
  - where it is necessary to protect your vital interests or those of another person where you are physically or legally incapable of giving consent.
  - where you have made the data public.
  - where it is necessary for the establishment, exercise or defence of legal claims.
  - where it is necessary for the purposes of occupational medicine or for the assessment of your working capacity.
  - where it is carried out by a not-for-profit body with a political, philosophical, religious or trade union aim provided the processing relates to only members or former members provided there is no disclosure to a third party without consent.
  - where it is necessary for reasons for substantial public interest on the basis of law which is proportionate to the aim pursued and which contains appropriate safeguards.
  - where is it necessary for reasons of public interest in the area of public health; and
  - where is it necessary for archiving purposes in the public interest or scientific and historical research purposes.
- b. If the Council processes special categories of your personal data in line with one of the above bases, it does not require your consent. In other cases, the Council is required to gain your consent to process your special categories of personal data. If the Council asks for your consent to process a special category of personal data,

then we will explain the reason for the request. You do not have to consent or can withdraw consent later.

## **5. Individual rights**

As a data subject, you have a number of rights in relation to your personal data.

## **6. Subject access requests**

6.1. You have the right to make a subject access request. If you make a subject access request, the Council will tell you:

- whether or not your data is processed and if so why, the categories of personal data concerned and the source of the data if it is not collected from yourself.
- to whom your data is or may be disclosed, including to recipients located outside the European Economic Area (EEA) and the safeguards that apply to such transfers.
- for how long your personal data is stored (or how that period is decided).
- your rights to rectification or erasure of data, or to restrict or object to processing.
- your right to complain to the Information Commissioner if you think the Council has failed to comply with your data protection rights; and
- whether or not the Council carries out automated decision-making and the logic involved in any such decision-making.

6.2. The Council will also provide you with a copy of your personal data undergoing processing. This will normally be in electronic form if you have made a request electronically unless you agree otherwise.

6.3. If you want additional copies, the Council may charge a fee, which will be based on the administrative cost to the Council of providing the additional copies.

6.4. To make a subject access request, you should send the request to the Clerk or Chairman of the Council. In some cases, the Council may need to ask for proof of identification before the request can be processed. The Council will inform you if we need to verify your identity and the documents we require.

6.5. The Council will normally respond to a request within a period of one month from the date it is received. Where the Council processes large amounts of your data, this may not be possible within one month. The Council will write to you within one month of receiving the original request to tell you if this is the case.

6.6. If a subject access request is manifestly unfounded or excessive, the Council is not obliged to comply with it. Alternatively, the Council can agree to respond but will charge

a fee, which will be based on the administrative cost of responding to the request. A subject access request is likely to be manifestly unfounded or excessive where it repeats a request to which the Council has already responded. If you submit a request that is unfounded or excessive, the Council will notify you that this is the case and whether or not we will respond to it.

## **7. Other rights**

7.1. You have a number of other rights in relation to your personal data. You can require the Council to:

- rectify inaccurate data.
- stop processing or erase data that is no longer necessary for the purposes of processing.
- stop processing or erase data if your interests override the Council's legitimate grounds for processing data (where the Council relies on our legitimate interests as a reason for processing data).
- stop processing or erase data if processing is unlawful; and
- stop processing data for a period if data is inaccurate or if there is a dispute about whether or not your interests override the Council's legitimate grounds for processing data.
- complain to the Information Commissioner. You can do this by contacting the Information Commissioner's Office directly. Full contact details including a helpline number can be found on the Information Commissioner's Office website ([www.ico.org.uk](http://www.ico.org.uk)).

7.2. To ask the Council to take any of these steps, you should send the request to the Town Clerk or Chairman of the Council.

## **8. Data security**

8.1. The Council takes the security of personal data seriously. The Council has internal policies and controls in place to protect personal data against loss, accidental destruction, misuse or disclosure, and to ensure that data is not accessed, except by employees in the proper performance of their duties.

8.2. Where the Council engages third parties to process personal data on our behalf, such parties do so on the basis of written instructions, are under a duty of confidentiality and are obliged to implement appropriate technical and organisational measures to ensure the security of data.

## **9. Data breaches**

9.1. The Council have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur the Council must take notes and keep evidence of that breach.

- 9.2. If you are aware of a data breach you must contact the Town Clerk or Chairman of the Council immediately and keep any evidence, you have in relation to the breach.
- 9.3. If the Council discovers that there has been a breach of personal data that poses a risk to the rights and freedoms of yourself, we will report it to the Information Commissioner within 72 hours of discovery. The Council will record all data breaches regardless of their effect.
- 9.4. If the breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell you that there has been a breach and provide you with information about its likely consequences and the mitigation measures we have taken.

## **10. International data transfers**

The Council will not transfer personal data to countries outside the EEA.

## **11. Individual responsibilities**

- 11.1. You are responsible for helping the Council keep your personal data up to date. You should let the Council know if data provided to the Council changes, for example if you move to a new house or change your bank details.
- 11.2. Everyone who works for, or on behalf of, the Council has some responsibility for ensuring data is collected, stored and handled appropriately, in line with the Council's policies.
- 11.3. You may have access to the personal data of other individuals and of members of the public in the course of your work with the Council. Where this is the case, the Council relies on you to help meet our data protection obligations to staff and members of the public. Individuals who have access to personal data are required:
- to access only data that you have authority to access and only for authorised purposes.
  - not to disclose data except to individuals (whether inside or outside the Council) who have appropriate authorisation.
  - to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, locking computer screens when away from desk, and secure file storage and destruction including locking drawers and cabinets, not leaving documents on desk whilst unattended);
  - not to remove personal data, or devices containing or that can be used to access personal data, from the Council's premises without prior authorisation and without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
  - not to store personal data on local drives or on personal devices that are used for work purposes.

- to never transfer personal data outside the European Economic Area except in compliance with the law and with express authorisation from the Town Clerk or Chair of the Council.
- to ask for help from the Council's data protection lead if unsure about data protection or if you notice a potential breach or any areas of data protection or security that can be improved upon.

11.4. Failing to observe these requirements may amount to a disciplinary offence, which will be dealt with under the Council's disciplinary procedure. Significant or deliberate breaches of this policy, such as accessing personal data without authorisation or a legitimate reason to do so or concealing or destroying personal data as part of a subject access request, may constitute gross misconduct and could lead to dismissal without notice.

This is a non-contractual policy and procedure which will be reviewed from time to time.

## **Schedule 14 Data Retention Policy**

### **1. Introduction**

- 1.1. Ulverston Town Council recognises that the efficient management of its records is necessary to comply with its legal and regulatory obligations and to contribute to the effective overall management of the organisation.
- 1.2. This document provides the policy framework through which this effective management can be achieved and audited. It covers:
  - **Scope**
  - **Responsibilities**
  - **Retention Schedule**
  - **Disposal of records**

### **2. Scope of the Policy**

- 2.1. This policy applies to all records created, received or maintained by the Town Council in the course of carrying out its functions.
- 2.2. Records are defined as all those documents which facilitate the business carried out by the Town Council and which are thereafter retained (for a set period) to provide evidence of its transactions or activities. These records may be created, received or maintained in hard copy or electronically. A small percentage of the Town Council's records will be selected for permanent preservation as part of the Council's archives and for historical research.

### **3. Responsibilities**

- 3.1. The Town Council has a corporate responsibility to maintain its records and record management systems in accordance with the regulatory environment. The person with overall responsibility for the implementation of this policy is the Clerk to the Town Council, who is required to manage the Council's records in such a way as to promote compliance with this policy so that information is retrieved easily, appropriately and in a timely manner.

### **4. Retention Schedule**

- 4.1. Under the Freedom of Information Act 2000, the Town Council is required to maintain a retention schedule listing the record series which it creates in the course of its business. The retention schedule lays down the length of time which the record needs to be retained and the action which should be taken when it is of no further administrative use. The Clerk is expected to manage the current record keeping systems using the retention schedule and to take account of the different retention periods when creating new record keeping systems.
- 4.2. This retention schedule refers to records regardless of the media in which they are stored.



<b>Document</b>	<b>Minimum Retention</b>	<b>Reason</b>
Minute Books	Indefinite	Archive
Annual Accounts	Indefinite	Archive
Annual Return	Indefinite	Archive
Bank statements	7 years	Audit/management
Cheque book stubs	Last completed	Audit Management
Paying in books	Last completed	Audit Management
Quotations	7 years	Audit
Paid invoices	7 years	Audit/VAT
VAT records	7 years	Audit/VAT
Salary records	7 years	Audit
Tax & NI records	7 years	Audit
Insurance policies	Whilst valid	Audit
Cert of Employers Liability	40 years	Audit/legal
Cert of public liability	40 years	Audit/legal
Assets register	Indefinite	Audit
Deeds, leases	Indefinite	Audit
Declarations of acceptance	Term of Office + 1-year	Management
Members register of interests' book	Term of office + 1	Management
Complaints	1-year	Management
General information	3 months	Management
Routine correspondence & e-mails	6 months	Management

#### Planning Applications

All planning applications and relevant decision notices are available at South Lakeland District Council. There is no requirement to retain duplicates locally. All Town Council recommendations in connection with these applications are recorded in the Council minutes which are retained indefinitely.

#### 5. Disposal Procedures

All documents that are no longer required should be shredded and disposed of or disposed of through confidential waste bags.

## **Schedule 15 Training and Development**

### **1. About this Policy**

- 1.1. We are committed to the provision of training and development for all employees, councillors and volunteers to provide a high-quality service for our community.
- 1.2. This Policy is aligned with our overall strategy and the objective of meeting the standards of the Local Government Award Scheme. We will encourage training to meet this objective.

### **2. The Law**

- 2.1. The National Joint Council ("Green Book") Provisions refers to encouraging local authorities to provide training and development opportunities for their employees at Part 2, Section 3.
- 2.2. Employees, councillors and volunteers attending or undertaking required training will be entitled to receive payment of normal remuneration, prescribed fees and other relevant expenses as long as, where practicable, the expenses are approved in advance, supported by relevant receipts and are claimed in accordance with our usual procedures.
- 2.3. Employees are entitled to paid leave for the purposes of sitting required examinations.
- 2.4. It may sometimes be necessary for you to attend required training outside your normal, contractual hours. If you are required to do so; part-time employees should be paid on the same basis as full-time employees. Payment will be made for the time spent training and travelling to and from a training venue unless it is your usual place of work.

### **3. Implementation**

- 3.1. Your training and development needs will be discussed at your annual appraisal, during one-to-one supervision and where necessary in informal discussions.
- 3.2. We encourage you to identify appropriate external courses and training and to discuss these with your line manager.
- 3.3. We will consider requests for training which should be directed to the clerk and/or chairperson.
- 3.4. We will consider the need for additional training in the event that we acquire new services or equipment.

- 3.5. We will include training and development needs when our Strategy and Objectives are annually reviewed, and the Action Plan is produced.
- 3.6. Subject to our overall financial position; we will include sufficient resources in our annual budget to meet the training needs of employees and these resources will be set aside in an annual Training Budget.
- 3.7. We will provide information about relevant training courses, induction programmes and development opportunities as far as is reasonable, to all staff, volunteers and councillors.
- 3.8. We recognise that that all councillors should be equipped to make informed decisions; have the opportunity to receive training to support their participation in our work and that the training budget also covers the cost of councillor training and travel expenses.
- 3.9. We will comply with our Equal Opportunities Policy when assessing training and development needs.

#### **4. Types of Training**

- 4.1. We recognise that Training and Development includes:
  - a. Induction for new starters.
  - b. Mandatory training such as health and safety, manual handling, fire safety, COSHH and other essential training specific to your role.
  - c. Formal training provided by external providers.
  - d. Internal training.
  - e. Mentoring by colleagues.
  - f. Coaching by your line manager and/or colleagues.
- 4.2. We will evaluate all training activities to ensure that delivery is relevant to needs; is cost effective and the quality of training is good.
- 4.3. You are required to produce a brief report on any training attended; to share what you have learned; to identify any additional training needs and to highlight any organisational changes that may be necessitated as a result of any training.

#### **5. Training Fees**

- 5.1. This Policy is subject to clause 17 of your Contract of Employment dealing with the recovery of training fees.

## **Schedule 16 Flexible Working Policy**

### **1. What is flexible working**

- 1.1 Every staff member has a contract of employment that sets out the working hours. A request to work flexibly is a request from the employee to change either the number of working hours, when or where they are worked. Flexible working does not mean a member of staff can work the hours they wish from day-to-day, week-to-week.
- 1.2 Flexible working arrangements take account of employees' preferences, interests and non-work responsibilities whilst also meeting the needs of the Council. Common examples of flexible working include part-time working; zero-hours / casual working; variable hours; flexitime; job-sharing; term-time working; compressed hours; career breaks; and sabbaticals.
- 1.3 Flexible working can result in benefits to Councils, in that such arrangements can help make the most of today's diverse workforce and improve the Council's ability to recruit and retain staff. It is good practice to make flexible working open to all staff.
- 1.4 This policy has been written to explain the process which we will use to respond to requests by staff to vary hours, pattern or place of work.

### **2. Scope**

- 2.1 You have a statutory right to request a change to your contractual terms and conditions of employment to work flexibly provided you have been continuously employed with us for at least 26 weeks at the date the application is made, regardless of whether you work full or part-time or have a temporary contract of employment. It does not apply to agency staff.

### **3. Policy**

- 3.1 Our policy is to comply with both the spirit and the letter of the law on the right to request flexible working. To this end its aim is to inform all staff of their right to request flexible working and to ensure those rights are understood and that staff feel confident any decisions regarding their requests will be handled objectively, fairly, free from discrimination, and that staff will not be treated detrimentally because they have asked for flexible working arrangements.

### **4. Making the request**

- 4.1 To apply for flexible working, please provide the following information in writing, and submit this to the Town Clerk. In the case of the Clerk, the request should be submitted to the Chair of the Council:

- a. The date of the application.
  - b. A statement that this is a statutory request.
  - c. Details of how you would like to work flexibly and when you want to start.
  - d. An explanation of how you think flexible working might affect the Council and how this could be dealt with, e.g. if you are not at work on certain days, and,
  - e. A statement saying if and when you have made a previous application.
- 4.2 You can only make one statutory request in any 12-month period. You are asked to let us know if you are making the request because you consider the change could be a reasonable adjustment to support a disability. In such a case some of the requirements of this policy would not apply (i.e. the minimum period of service; one request per annum).

## **5. Responding to your request**

- 5.1 Once we receive your written request, we will arrange a discussion with you as soon as possible, unless we agree immediately to your request. It may be that we need to ask you to supply further details before the meeting. If there is likely to be a delay in discussing your request, we will inform you. You may be accompanied at the meeting by a work colleague.
- 5.2 Having the right to request a change to your working arrangements does not necessarily mean that your request will be accepted. Your request will be fully discussed at the meeting. We will carefully consider your request looking at the benefits of the requested changes on working conditions for you as an employee and the Council and weighing these against any adverse impact of implementing the changes.
- 5.3 Having considered the changes you are requesting, and weighing up the advantages, possible costs and potential logistical implications of granting the request, we will write to you with the decision. The decision will be either:
- a. To accept the request and establish a start date, with or without a trial period and review date. Where the request is granted, we will set out what changes will be made to your terms and conditions of employment, or,
  - b. To propose an alternative, which may require further discussion, or,
  - c. To confirm a compromise agreed at the discussion, or,

- d. To reject the request, setting out the reasons, how these apply to the application and the appeal process.
- 5.4 Requests to work flexibly will be considered objectively, however we may not always be able to grant a request to work flexibly if it cannot be accommodated. If we turn down your request, it will be because of one, or a combination of the following reasons, and we will explain why.
- a. The burden of additional costs is unacceptable to the Council.
  - b. Detrimental effect on the Council's ability to deliver for the community.
  - c. Inability to re-organise work among existing staff.
  - d. Inability to recruit additional staff.
  - e. Detrimental impact on quality.
  - f. Detrimental impact on performance.
  - g. Insufficiency of work during the periods the employee proposes to work.
  - h. Planned structural changes to the Council.
- 5.5 If you are only looking for an informal change for a short period to your working hours or conditions, for instance to pursue a short course of study, we may consider allowing you to revert back to your previous conditions after a specified period, e.g. three months, or after the occurrence of a specific event, such as the end of a course of study.
- 5.6 You must be aware that if your request is approved you do not have a statutory right to make a further request for a period of 12 months, although you may still ask without the statutory right.

## **6. Timeframe for dealing with requests**

- 6.1 We will do what we can to respond to your request as soon as possible although the law requires the consideration process to be complete within three months of first receiving a request, including any appeal. If the request cannot be dealt with within three months, we may ask to extend the consideration process, provided you agree to the extension.

## **7. Handling requests in a fair way**

- 7.1 We may receive more than one request to work flexibly closely together from different employees and it may or may not be possible to accept all requests. If we agree to a

request for flexible working arrangements this does not mean that we can also agree to a similar change for another employee. Each case will be considered on its merits looking at the business case in the order they have been received. We may need to take others' contractual terms into account, and we may ask you if there is any room for adjustment or compromise before coming to a decision.

## **8 Appealing the decision**

- 8.1 If we decline your request and you wish to appeal, you must do so, in writing, within 5 days of receiving the letter informing you of the outcome. We will then write to you to arrange a meeting to discuss your appeal. This meeting will be held as soon as reasonably possible and will normally be with a sub-committee of Councillors. You may wish to be accompanied at that meeting by a work colleague.
- 8.2 There may be circumstances when the Council is unable to meet within the required timeframes, in which case a meeting will be held as soon as is practically possible.

## **9. The effect on your contract of employment**

- 9.1 Any change in your hours or pattern of work will normally be a permanent change to your contractual terms and conditions. This means that you will not automatically be able to revert back to the previous working pattern (unless otherwise agreed). So, for example, if your new flexible working pattern involves working reduced hours, you will not automatically be able to revert to working full time hours.
- 9.2 Changes to your working pattern may affect other terms and conditions of employment. For example, reducing your hours of work will mean that your pay and leave will be pro-rated accordingly. Your pension may also be affected.
- 9.3 Any changes to your terms and conditions as a result of a change to your working pattern will be confirmed in your decision letter, however if you have further queries about how a proposed change to your pattern of work might affect your terms and conditions please speak to the Town Clerk or Chair of the Council in the first instance.

## **10. Data protection**

- 10.1 When managing a flexible working request, we will process personal data collected in accordance with the data protection policy. Data collected from the point at which we receive a flexible working request is held securely and accessed by, and disclosed to, individuals only for the purposes of managing their request for flexible working. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the disciplinary procedure.

10.2 This is a non-contractual procedure which will be reviewed from time to time.

## **Schedule 17 Home Working Policy**

### **1. Policy**

- 1.1 The Council recognises the advantages of home-based working although it does not suit everyone, and some job roles may not be appropriate to undertake at home.
- 1.2 This policy describes the working arrangements and expectations that will apply if you work from home.

### **2. Scope of this policy**

- 2.1 It applies to all staff who are home-based whether full time, part time or fixed term. It does not apply to office-based staff who work from home on an ad-hoc basis. If you are considering whether to request home-based working, please refer to the Flexible Working Policy.

### **3. Safe working environment**

- 3.1 Health and safety for home-based staff applies in the same way as office-based staff, insofar as is reasonably practicable, that you work in a safe manner and that you follow all health and safety instructions issued by us.
- 3.2 You must complete and submit a 'Home Based Workers Risk Assessment' to the Town Clerk. This is a checklist for you to identify any possible hazards in your home working area. Following completion of the checklist, measures may need to be taken to control any risks identified. This checklist should be completed annually, or more frequently if there are any changes to your arrangements such as new equipment or changes to your home-office space.
- 3.3 You must complete and submit a workstation risk assessment and ensure that this remains up to date. If you have any questions about the risk assessment, or if you identify any potential risks when carrying out the assessment, you should refer these to the Town Clerk in the first instance.
- 3.4 Some of the most important considerations include: -
  - a. If possible, an area should be set aside from the rest of your living space to ensure that you are able to work from home without distractions.
  - b. Your home office should have adequate space for you to work safely and comfortably.



- c. Your desk should be large enough to accommodate your equipment and paperwork.
  - d. You should have sufficient storage and your workspace should be organised, so equipment is close to hand.
  - e. Your work area should be well lit, with natural lighting if possible.
  - f. Equipment and sockets should be situated to avoid potential trip hazards, and
  - g. You must also ensure that you visually check the cables of any electronic equipment supplied to you regularly (and at least every 6 months) and report any defects.
- 3.5 We reserve the right to visit you at home at agreed times for work-related purposes, including health and safety matters and to inspect, service or repair equipment (e.g. for PAT testing).

#### **4. Facilities and equipment**

- 4.1 The Council may provide you with the following equipment for you to work from home and we will maintain and replace these items when necessary.
- Laptop computer
- 4.2 It is your duty to ensure that proper care is taken of the equipment provided to you and to let the Clerk know of any need to maintain or replace the equipment. Should the risk assessment identify any further equipment that is necessary, please discuss this with the Clerk (or Chair of the Council).
- 4.3 All equipment provided by the Council is for you to work safely and effectively at home and cannot be used for personal use by you or your family.
- 4.4 All equipment will belong to the Council and you will be required to return it to us promptly should you leave our employment. If we are unable to make suitable arrangements, we may collect the equipment and any documents before your last day.

#### **5. Hours of work**

- 5.1 As a home-based worker, your contract of employment will specify the hours when we expect you to be at work and contactable by telephone or email. There may be times during the working day when you are not available in which case these should be flagged to the Town Clerk (or Chair of the Council) with prior authorisation.
- 5.2 You must be mindful to take adequate rest breaks which should be, as a minimum:

- a. A break of at least 20 minutes during each working day over 6 hours.
- b. A daily rest break of at least 11 continuous hours, i.e. the time between stopping work one day and beginning work the next day, and,
- c. At least one complete day each week when no work is done.

## **6. Potential conflicts of interest**

- 6.1 During your hours of work, the Council expects that your work environment enables you to work effectively and that you are not distracted by domestic matters. It is not appropriate to combine homeworking with caring for a dependant.
- 6.2 If there is an emergency and you need to attend to a non-work matter, then you should notify the Town Clerk (or Chair of the Council).

## **7. Data protection**

- 7.1 As a home-worker you are responsible for keeping all documents and information associated with the Council secure at all times. Specifically, homeworkers are under a duty to:
  - a. Keep filing cabinets and drawers locked when they are not being used.
  - b. Keep all documentation belonging to us in the locked filing cabinet at all times except when in use.
  - c. Set up and use a unique password for the laptop computer, and,
  - d. Ensure that documents are saved to the server rather than the laptop computer's hard drive.
- 7.2 Furthermore, the laptop computer and other equipment provided by us must be used only for work-related purposes and must not be used by any other member of the family at any time or for any purpose.
- 7.3 If you have a telephone conversation where you are discussing confidential work matters, you should ensure that such calls take place in privacy to avoid inadvertent breach of confidentiality.

## **8. Visits to work premises**

- 8.1 On occasions you may need to attend Council offices for training, performance assessment meetings, team briefings etc. The dates and times of such visits will be agreed in advance.

## **9. Insurance, mortgage or rental agreements**

- 9.1 Whilst our Employer's Liability Insurance extends to home-based staff, and any Council equipment installed in your home will also be covered, you should ensure that any agreement with your landlord or mortgage lender allows you to work from home, and that your house buildings and contents insurance will not be invalidated by you working from home.
- 9.2 This is a non-contractual procedure which will be reviewed from time to time.

## **Schedule 18 Lone Working Policy**

### **1. Purpose of this policy and procedure**

- 1.1 The Council recognises that some of our staff work alone, and where this is the case, seeks to ensure the health and safety of all lone workers. This document:
- a. Raises awareness of the safety issues relating to lone working,
  - b. Identifies and assesses potential risks to an individual working alone,
  - c. Explains the importance of reasonable and practicable precautions to minimise potential risk,
  - d. Provides appropriate support to lone workers, and,
  - e. Encourages reporting of all incidents associated with lone working so that they can be adequately managed and used to help reduce risks and improve working arrangements for the future.

### **2. The scope of this policy**

- 2.1 It applies to all staff, whether full time, part time or temporary workers. It does not apply to councillors.

### **3. Policy**

- 3.1 We will protect staff from the risks of lone working, as far as is reasonably practicable. Working alone is not in itself against the law and it is often safe to do so. However, the Council's policy is to consider carefully and deal with any health and safety risks for those who work alone.

### **4. Definition**

- 4.1 'Lone Worker' refers to people who work by themselves without work colleagues either during or outside normal working hours. Examples include:
- a. A caretaker who opens and closes a hall either early in the morning or late at night.
  - b. A groundsman tending to green space.
  - c. Office workers who work alone in the premises, and,
  - d. Homeworkers.

4.2 Any worker under the age of 18 years, or anyone working in confined spaces is not permitted to work on their own.

## **5. Responsibilities**

5.1 All staff have a responsibility for the health and safety of work colleagues. The key responsibilities are as follows:

## **6. Managers**

- a. Will try to avoid the need for lone working as far as is reasonably practicable.
- b. Ensure that the worker is competent to work alone.
- c. Ensure that all lone working activities are risk assessed. This should identify the risk to lone workers; any control measures necessary to minimise those risks; and emergency procedures.
- d. Arrangements for lone working must be made clear to staff and the details of what can or cannot be done while working alone explained.
- e. Lone workers must be informed of the hazards and understand the necessary control measures that need to be put in place and have the opportunity to contribute to the risk assessment.
- f. Must raise the alarm if staff cannot be contacted or do not return as anticipated.
- g. Must ensure that all staff are aware of this lone working policy and procedure and provide appropriate levels of training and guidance on lone working.

## **7. Lone workers**

- a. Take reasonable care of themselves and others who may be affected by their work.

- b. To follow any instruction given by management or the Council.
- c. Raise with their line manager any concerns they have in relation to lone working.
- d. Not to work alone where there is inadequate information to undertake a risk assessment.
- e. Inform their line manager at the earliest opportunity in the event of an accident, incident of violence or aggression whilst working alone.

## **8. Staff**

- a. To be aware of colleagues working on their own and alert to unexpected changes of routine, unanticipated periods where there is no communication.
- b. Buddies should ensure they maintain and share up to date contact details (see below).

## **9. Risk Assessments**

- 9.1 Managers must complete (or ensure the completion of) a Lone Working Risk Assessment prior to every lone working activity and update as appropriate. The risk assessment should be reviewed by the lone worker before undertaking the work and communicated to all relevant staff or councillors.
- 9.2 People who work alone will, of course, face the same risks in their work as those doing similar roles/tasks. However, they may additionally encounter hazards such as:
  - a. Sudden illness.
  - b. Faulty equipment.
  - c. Travelling alone.
  - d. Remote locations.
  - e. Abuse from members of the public.
  - f. Animal attacks.

## **10. Ways in which lone working risks can be reduced**

10.1 Every lone working environment and situation is different, and therefore it is not possible to implement a 'one size fits all' approach. Where there is regular or anticipated lone working, the Council will devise and implement a lone working plan that meets the needs and risks of the particular circumstances. The plan should be proportionate to any risks that are identified from the risk assessment. The plan for a groundsman lone working with machinery will be more detailed than an administrator working late in the office. This should be written down and communicated to all relevant staff and, where appropriate, councillors.

10.2 Below are some example strategies that could be implemented (on their own or combined):

- a. Signing-in and out book.
- b. Electronic (or hard copy) diaries to be kept up to date with meeting/visit/lone working details.
- c. Agreed times and method of contact.
- d. Buddy scheme.

## **11. Buddy scheme**

11.1 The following information should be written down and kept by the lone worker and their buddy, next of kin and manager (see the Lone Working Buddy Form):-

- a. Name and contact details of the lone worker.
- b. Name, relationship and contact details of the buddy.
- c. Name, relationship and contact details of the lone worker's next of kin.
- d. Name, relationship and contact details of the lone worker's manager.
- e. Any 'code word' that would indicate that the lone worker needs assistance.

11.2 Note: All these details must be kept securely in line with data protection legislation.

11.3 If you change your contact details, you must let your buddy and manager know.

11.4 In circumstances where a buddy system is appropriate as a way of reducing the risks identified in the risk assessment, the buddy must have relevant details about your lone working, that may include:

- a. Where you are going (address or area if there is no address).
  - b. Details of the purpose (i.e. preparing the hall, grass cutting, meeting).
  - c. Contact details of anyone you intend to meet (any additional contact details for the location you are visiting).
  - d. Your mode of transport.
  - e. When you are expected to return.
- 11.5 Your buddy must know what to do if you do not return or make contact at the anticipated/agreed time.

## **12. Health and wellbeing**

12.1 In order to ensure your personal safety, it is important that you share any details of any aspects of your health that could lead to increased risk with your manager or specific councillors. This includes pregnancy. You can then jointly plan to mitigate any potential risks caused by your circumstances. This information will be treated on a strict 'need to know' basis with your confidentiality of the utmost importance.

## **13. Reporting incidents**

- 13.1 Any incidents or perceived risks encountered while lone working should be recorded, reviewed and acted upon. The report should include:
- a. A brief note of what happened, when, and who was involved,
  - b. For any work-related aggression (verbal or physical) including threatening behaviour, all of the details of the incident and of the perpetrator should be recorded, which could then be used if the police take any formal prosecution action. This might be particularly important for more serious incidents of work-related violence, and,
  - c. In either instance, this might also include recording details of any circumstances you think might have contributed to the incident, e.g. the context of the interaction, perceptions about the condition of the perpetrator, or any environmental circumstances. This information would then support us to review our risk assessment process and see if any additional measures are needed.
- 13.2 If you feel unsafe, unwell, or become injured call the emergency services if you need immediate assistance. If possible, call your manager, buddy or councillor or colleague to let them know (or ask someone to do so on your behalf).

- 13.3 Call your manager if your plans change because you feel unwell or if you have a domestic emergency when working alone.
- 13.4 This is a non-contractual procedure which will be reviewed from time to time.

**Approved by Ulverston Town Council: December 2020**

**Reviewed and approved: 22nd May 2023**

**Minute no: A016.4**

**Date of review May 2024**