

Membership from May 2021

Councillor Drummond
Councillor Hall
Councillor Hood
Councillor Hulbert
Councillor Jefferys
Councillor O'Neill
Councillor Winter
Councillor Yarrow

Quorum: 3 councillors



Newmarket

TOWN COUNCIL

The Memorial Hall, High Street, Newmarket Suffolk CB8 8JP

You are hereby summoned to attend a meeting of the

Human Resources committee to be held at

Memorial Hall, High Street, Newmarket, CB8 8JP

On Monday 09th August 2021 at 7.00pm

or following on from the Neighbourhood Plan

Committee meeting, whichever is later

A G E N D A

The meeting is held in public and the public are encouraged to attend and participate. Just occasionally matters such as contractual or staffing matters do have to be held in the confidential part of the meeting.

Members of the public and press may not orally report or comment about a meeting as it takes place if present at a meeting of the Council, but otherwise may:

- a. film, photograph or make an audio recording of the meeting;
- b. use any other means for enabling persons not present to see or hear proceedings at a meeting as it takes place or later;
- c. Report or comment on the proceedings in writing, during or after a meeting or orally after the meeting.

The Council will where possible facilitate such recording unless it is being disruptive. It will also take steps to ensure that children, the vulnerable and members of the public who object to being filmed are protected without undermining the broader purpose of the meeting

- 1. Chair to read** fire safety notice and announce that proceedings may be filmed or recorded.
- 2. Apologies** - To receive and accept apologies for absence
- 3. Declaration of interests**
 - a) Councillors are invited to raise any declarations of interest concerning items on the agenda
 - b) To consider any requests for dispensation
- 4. Minutes of previous meetings held 12th July 2021**
 - a) To consider and adopt the minutes, as a true record of the proceedings
 - b) To consider any matters arising
- 5. Public participation** – an invitation to members of the public to make representations to Councillors.
Resolutions can only be made on items on the agenda
Rules of public participation: no person may speak for longer than 3 minutes in total. The maximum time permitted for this item is 15 minutes. This is the only opportunity during the meeting, for members of the public to address Councillors
- 6. Accounts** - To receive the financial accounts for Human Resources for the previous month
- 7. Ellis Whittam**
 - a) To receive draft new contract of employment
 - b) To receive draft amended staff handbook
- 8. Items for consideration at the next meeting**
- 9. Date of next meeting 11th October 2021**
- 10. Exclusion of the press & public** - To resolve that under the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded for the remainder of the meeting because of the likely disclosure of private and confidential information relating to individuals
- 11. Staff update** – To receive an update on staff matters and consider any actions

Signed: *CE Whitaker*

Cathy Whitaker, Town Clerk

3rd August 2021

To: Chairman and Members of HR Committee. Circulated to other councillors and the Press for information.



Newmarket

TOWN COUNCIL

Minutes of a Meeting of the Human Resources Committee **Held on Monday 12th July 2021 at 7:15pm**

Attendance:

Councillor K Yarrow (Chairman)
Councillor A Drummond

Councillor C O'Neill
Councillor P Winter

Also present: C Whitaker – Town Clerk and J Ashton – Minute Assistant.

Minute

- H/21/07/1 Chairman to Read the Fire Safety Notice and Announce that Proceedings May be Filmed or Recorded**
The notice was not required.
- H/21/07/2 Apologies for Absence**
Apologies were received from Councillors Hood, Hulbert and Jefferys.
Councillor Hall was absent.
- H/21/07/3 Declaration of Member's Interests and to Remind Councillors of the Need to Keep up to Date Their Register of Member's Interests and to Consider Any Requests Received for Member's Dispensation**
None noted.
- H/21/07/4 To Receive and Confirm for Accuracy the Minutes of the Extra Ordinary Meeting Held on Monday 14th June 2021 and Any Matters Arising**
Members received the minutes of the Human Resources Committee Meeting held on Monday 14th June 2021 and the following was agreed:
H/21/07/4.01 Resolved
That the minutes of the Human Resources Committee meeting held on Monday 14th June 2021 be adopted and would be signed as a true record by the Chairman of the Human Resources Committee after the meeting.

There were no matters arising.
- H/21/07/5 Public Open Session**
No members of the public were in attendance.
- H/21/07/6 To Receive the Accounts**
The accounts for June 2021 were received and noted.
- H/21/07/7 Performance Management**
Town Clerk reported that staff Performance Management reviews would be held in October.
- H/21/07/8 Items for Inclusion on Next Agenda**

Minutes of Human Resources Committee held on 12th July 2021

Book Number 9 2021 - 2022

None noted.

H/21/07/9 **Date of Next Meeting**
Monday 9th August 2021

H/21/07/10 **Exclusion of the Press & Public**
With the vote being unanimous, it was:

H/21/07/10.01 Resolved

To resolve that under the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded for the remainder of the meeting because of the likely disclosure of private and confidential information or staff matters.

The Minute Assistant left the meeting.

H/21/07/11 *****Staff Update*****

Town Clerk presented a report on a proposal for a new staffing structure and the following was agreed:

*****H/21/07/11.01 Recommendation*****

That the proposal for a new staffing team structure be approved.

*****H/21/07/11.02 Recommendation*****

That the proposal for staff re-grading of four positions be approved.

*****H/21/07/11.03 Recommendation*****

That a transfer of £10,000 from EMR 332 (Human Resources EMR) to the HR committee account be approved.

Meeting closed at 7:30pm

Signed _____ Date _____

Summary of Recommendations

Recommendation	Recommendation Wording
<u>***H/21/07/11.01 Recommendation***</u>	That the proposal for a new staffing team structure be approved.
<u>***H/21/07/11.02 Recommendation***</u>	That the proposal for staff re-grading of four positions be approved.
<u>***H/21/07/11.03 Recommendation***</u>	That a transfer of £10,000 from EMR 332 (Human Resources EMR) to the HR committee account be approved.

Detailed Income & Expenditure by Budget Heading as at 31/7/2021

Month No: 4

Committee Report Human Resources M4

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Human Resources								
<u>102 Staff Costs</u>								
1005 Misc Income	293	293	0	(293)			0.0%	
Staff Costs :- Income	293	293	0	(293)				0
4010 Staff Uniform/Workwear	170	388	400	12		12	97.1%	
4020 Misc. Staff Costs	455	549	1,400	851		851	39.2%	
4501 Staff Salaries	13,564	49,639	149,500	99,861		99,861	33.2%	7,000
4503 Employers National Insurance	709	3,475	12,900	9,425		9,425	26.9%	1,500
4504 Employers Pension	225	1,101	9,800	8,699		8,699	11.2%	1,500
Staff Costs :- Indirect Expenditure	15,123	55,153	174,000	118,847	0	118,847	31.7%	10,000
Net Income over Expenditure	(14,831)	(54,860)	(174,000)	(119,140)				
6000 plus Transfer from EMR	10,000	10,000						
Movement to/(from) Gen Reserve	(4,831)	(44,860)						
Human Resources :- Income	293	293	0	(293)			0.0%	
Expenditure	15,123	55,153	174,000	118,847	0	118,847	31.7%	
Net Income over Expenditure	(14,831)	(54,860)	(174,000)	(119,140)				
plus Transfer from EMR	10,000	10,000						
Movement to/(from) Gen Reserve	(4,831)	(44,860)						
Grand Totals:- Income	293	293	0	(293)			0.0%	
Expenditure	15,123	55,153	174,000	118,847	0	118,847	31.7%	
Net Income over Expenditure	(14,831)	(54,860)	(174,000)	(119,140)				
plus Transfer from EMR	10,000	10,000						
Movement to/(from) Gen Reserve	(4,831)	(44,860)						

CONTRACT OF EMPLOYMENT

Parties to Contract

1. This contract of employment is made between:

Newmarket Town Council of King Edward V11 Memorial Hall, High Street, Newmarket, Suffolk, CB8 8JP (referred to in this contract as “We”)

and

 of (referred to in this contract as “You”).

Employment Dates

2. Your employment under this contract [begins /began] on .
3. Your period of continuous employment for statutory purposes [begins/began] on .

For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

Probationary Period

4. The first six months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time by giving you one week's written notice or by making a payment in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role.

Job Title

5. The title of your job is .

Remuneration

6. We will pay you £ per year which corresponds with Local Council Pay Spinal Column Point [number]. We will pay you at monthly intervals directly into your bank account.

Normal Place of Work

7. Your normal place of work is King Edward V11 Memorial Hall, High Street, Newmarket, Suffolk, CB8 8JP, but we reserve the right to change this on a permanent basis upon reasonable notice to you.

Due to the nature of the Council's business you may be required to work at: any of the Council's current or future sites, clients or customers premises or at such other places on a temporary basis as we shall from time to time direct.

You may also in the performance of your duties be required to travel from your normal place of employment to anywhere within the United Kingdom [or overseas].

We will not require you to work outside the United Kingdom for a period of more than one month.

Normal Hours of Work

8. [Your normal contractual hours of work are [NUMBER] hours a week to be worked [eg. Monday to Friday 9.00am – 5.30pm]

OR

[Your normal contractual hours of work are [NUMBER] hours a week. These hours will be organised according to a rota system covering [eg. Monday to Sunday 6.00am – 10.00pm] which will be published one week in advance. Due to the nature of your duties unsociable hours, weekends and bank holidays are considered to be normal hours of work and you will be required to work at these times.]

OR

[You are required to work [NUMBER] hours per week, at times to suit the needs of the Council's business between the hours of [eg. Monday to Saturday 8.00am to 6.00pm].

[You are required to work flexibly and will at times be required to work unsociable hours including [evenings, nights, weekends, bank holidays]

You are entitled to an unpaid break of [NUMBER] minutes, to be taken at a time agreed with your manager.

[You may choose to work your weekly hours in accordance with the Council's scheme of flexible working hours which allows officers discretion in arranging working time.]

OR [SPECIFY HOURS OF WORK]]

It is recognised that due to the nature of the Council's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include: amending shift patterns and/ or introducing new shift patterns, which could include weekend/ evening working and/or reducing hours of work. You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

Overtime

9. [We may require you to work additional hours (overtime) on a temporary or regular basis.

If you are required to work additional hours servicing the Council and its committees or external events you may take time off in lieu at a time agreed between you and the Council or at the discretion of the Council, be paid at overtime rates in accordance with the Employee Handbook.]

OR

[We may require you to work such additional hours as are necessary to fulfil the requirements of your job. Your salary takes into account this obligation and no additional payment will be made for additional time worked.]

By accepting this contract of employment, you agree that your working time, including overtime, may exceed an average of 48 hours for each seven days in any period of 17 weeks. You may at any time give us three months' notice in writing to bring this clause to an end.

Holiday

10. Your holiday entitlement is 20 days per annum plus the normal bank/public holidays.

After 5 years or more continuous service with the Council, your holiday entitlement will be increased by one day for each subsequent complete year of service up to a maximum of 5 days additional holiday, after 10 years' service (25 days normal holiday). The Council may grant at its discretion, two additional days leave, to be taken on dates which may be fixed by the Council. As a condition of the two additional days you may be required to use part of your annual leave entitlement to enable offices to stay closed for the whole of the Christmas period. Part time employee's holiday entitlement is pro rata

All entitlements are pro rata for part time employees

Our holiday year runs from 1st April to 31st March.

Our rules for booking holiday are in the Employee Handbook. You will only be permitted to take holiday where you have asked for and received prior authorisation according to our rules.

We will pay you [your normal salary] for holidays [on the basis of your average earnings over the preceding 52 weeks]. If your employment ends during the holiday year, we will calculate your holiday entitlement up to that date on the basis of 1/12th of your annual entitlement for each complete month worked. Upon termination of your employment you will be entitled to pay in lieu of any holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment.

Sick Pay

11. If you are unable to attend work because of sickness or injury, we will not pay you for the first three working days of your absence (waiting days), after which, we will pay you Statutory Sick Pay (SSP).

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require. You agree that any report produced in connection with any such examination may be disclosed to us and we may discuss the contents of the report with the relevant doctor.

If a period of absence is, or appears to have been caused by negligence or other action by a third party in respect of which you may be able to recover compensation, you must immediately notify us and provide such further information and cooperation in relation to any legal proceedings as we may reasonably require. Any Statutory Sick Pay we pay to you in respect of that period shall be repayable on demand, provided that the amount to be repaid shall not exceed any compensation you recover for loss of earnings less any costs you incur in connection with such recovery.

Pension

12. If you are eligible, we will automatically enrol you into the Peoples Pension Scheme after you have been employed by us for three months and will make an Employer's Contribution of 5% of total salary.

Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

Maternity/Paternity/Adoption/ Shared Parental Leave and Pay

13. You may be entitled to maternity/paternity/adoption/shared parental leave and pay in accordance with the current statutory provisions.

Training

14. The Council shall be responsible for the costs associated with any training and development that it considers necessary in accordance with its Training and Development Policy. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council's expenses policy. Where the Council considers it necessary, it shall give you reasonable paid time off for study. The Council will require you to reimburse to it, part of the expenses if you leave within 24 months of completing the course. This amount owed will reduce by one twenty fourth for each month worked during that period.

Council Car

15. Provided that you hold a current full driving licence, you will be required to drive a Council vehicle. You will be required to ensure your vehicle is road worthy by carrying out routine drivers checks, keep the vehicle clean, tidy and do not overload it.

The Council reserves the right at its sole discretion to remove this entitlement.

Termination of Employment/ Contractual Notice

16. Following completion of your probationary period, we may bring your employment to an end by giving you written notice as follows: –

Length of Continuous Service	Notice Requirement
Less than 5 years	1 month
5 years or more but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end by giving us not less than one month's notice in writing.

We reserve the right to bring your employment to an end immediately without notice and make a payment to you in lieu of the required notice.

Any payment in lieu will be equal to your basic salary and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the payment in lieu is made.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom.

We may require you to take (or not to take) any outstanding accrued holiday entitlement during your notice period.

Upon or within one month of termination of your employment you are required to surrender to the Council any documents or materials that you have been holding on behalf of the Council.

Garden Leave

17. We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether the employee or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted to work for any other person, council, Council, corporate body or on his/her own behalf, without the Council's prior written permission.

Disciplinary and Grievances

18. Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook. These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion.

If you wish to appeal against a disciplinary decision you may apply in writing to in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to in accordance with our grievance procedure.

We reserve the right to suspend you (with the continued payment of your salary and any other contractual benefits) pending any investigation into any potential dishonesty, gross misconduct or other circumstances which might lead to dismissal for such period as we think fit.

Outside Interests

19. During your employment, unless you have our prior written permission, you must not be involved in any business or activity which in our reasonable opinion affects your ability to devote the whole of your time and attention during working hours to our business or conflicts with the interests of or causes damage to our goodwill. You must give us full details of your involvement in outside employment or business. We will treat failure to do so as a disciplinary matter and dealt with accordingly.

Deductions from Remuneration

20. We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation, any overpayment, any sums you owe to us in respect of training courses, fees, etc. or where you are liable to reimburse us for loss or damage to our property.

Indemnity

21. The Council undertakes to indemnify you against any actions of commission or omission that are authorised by the Council.

Collective Agreement

22. There is no collective agreement which directly affects your employment.

Lay Off

23. In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

Confidentiality

24. For the purposes of this contract "Confidential Information" is defined as information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the services, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the business of the Council or its business contacts, including in particular (by way of illustration only and without limitation) designs, performance data, commercial plans and third party confidential information.

You acknowledge that in the course of your employment you will have access to Confidential Information. You therefore agree to accept the following restrictions contained in this clause.

You shall not (except in the proper course of your duties), either during the employment, or at any time after its termination (however arising), use or disclose to any person, Council or other organisation whatsoever (and shall use your best endeavours to prevent the publication or disclosure of) any Confidential Information. This shall not apply to:

- (a) any use or disclosure authorised by the us (The Council), or required by law;
- (b) any information which is already in, or comes into, the public domain other than through the Employee's unauthorised disclosure; or
- (c) any protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

Variation of Terms

25. We reserve the right to make reasonable changes to any of your terms and conditions of employment, including following a relevant transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

You will be informed of any such changes in writing, the changes taking effect from the date of the notice. Significant changes to your contract of employment will be notified to you not less than one month in advance.

Miscellaneous

26. This agreement will be governed and construed with the laws of England and Wales
-

AGREEMENT

I acknowledge receipt of this contract and understand and accept the terms and conditions of employment contained within it.

Signed _____ (You)

Dated _____

Signed on behalf of Newmarket Town Council

Dated _____



EMPLOYEE HANDBOOK

Adopted by Full Town Council on 23rd September 2019

Reviewed by EW June 2021

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INTRODUCTION

This Handbook covers important aspects of employment and we ask that you read it carefully in conjunction with the Contract of Employment given to you when you commence employment. It also sets out the Council's approved Human Resources Policies and Rules of Employment.

This document is written to inform employees of their rights and conditions of employment but does not form part of your contract. It compliments the Council's HR Procedures which are written from a management perspective.

Newmarket Town Council no longer adopts the collective agreement known as the "Green Book" issued by the NJC for Local Government Services, but does consider the related pay scales when setting salaries along with guidance from the National Association of Local Councils.

The Council's employee conditions of service as set out in this handbook, re developed in accordance with ACAS guidelines. The Council contracts with Ellis Whittam as professional advisors on HR and Health and Safety.

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

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

NB. References to notifications to be made to the Town Council Manager should be read as Chairman of Human Resources Committee when the employee concerned is the Town Council Manager.

ABSENCES

Absence causes reduced levels of customer service and additional pressure on remaining employees to cover, often at short notice. The Council's Absences Policy provides a framework which helps us all to manage absenteeism and provides support to everyone involved. It recognises the need for a mutually responsible and caring approach to managing absence consistently.

We do accept and understand that from time to time, our staff will be ill, may need to take time away from work to look after their family, or may need to take time off to attend to some other urgent matter. However, for the above reasons, we do view persistent absence from work as a serious matter. Dealing with long term sickness will require a different approach to that needed for repeated short-term absences.

Absence rates will be monitored within our organisation. Along with an employee's absence rate, we will always review and consider the reason for their absence and will discuss this with the employee. By taking the time to understand why our staff are absent from work, we will be able to explore options with them and hopefully find solutions that will help them to attend work regularly. We will always treat staff fairly, and will not discriminate in the way we deal with absences, or grant time off.

The Absence Policy requires that every employee's absence record is assessed and reviewed with them after every period of absence. The purpose of the review will be:

- To welcome the employee back to work and provide an up date about any developments which have occurred during their absence
- To check that an employee is fit for work and to understand their well being needs
- To see whether the Organisation can provide any additional support to help rehabilitation
- To review the employee's absence record & discuss any patterns of absence which are apparent and which cause concern.
- To discuss with the employee the impact of their absence on the Council.

The form of the review will of course vary according to each individual's absence record.

APPOINTMENTS

Employees are normally expected to ensure that any appointments made to visit the doctors, dentists, hospital, etc are made in their own time, and outside normal working hours. In the event that this is not reasonably practicable, time off work will be allowed to attend such appointments providing that:

- the appointment is substantiated with an appointment card or letter,
- the timing of the appointment causes as little disruption as possible i.e. at the beginning or end of the working day, and
- prior permission is obtained from your manager.

ABSENCE NOTIFICATION

Employees must follow the procedure below for all periods of absence including:

- sickness
- appointments-dental/hospital etc
- other genuine emergency situations

Prior permission must be obtained from your Manager for all absence other than unexpected sickness. An Absence Record Form must be completed before the absence commences, for all absences other than unexpected sickness, injuries, or other genuine emergency situations.

Absence for reasons of sickness, injury or other genuine emergency situations must be notified as soon as possible, by telephoning your manager by 9.30 am. (In the case of the Town Council Manager, a notification will be made to the Finance Manager who will advise the Mayor). It is the employee's responsibility to keep the Council advised of circumstances which are preventing the employee from attending work and their likely return date.

In the case of absence because of an emergency situation, you will normally be required to take annual holiday entitlement (or time off in lieu) to cover the period of absence. In extreme cases such as bereavement of a close family member, the Town Council Manager may grant compassionate leave.

In cases of sickness of 7 calendar days or less, the Self Certification Form will be completed immediately upon return to work. Where, however, the absence is expected to or lasts for a period in excess of 7 days, Fitness Note(s) (previously Sickness Note) will be required from a Doctor to cover the employee for the duration. Fitness Note(s) must be forwarded immediately by the employee. Failure to do so may result in sick pay being delayed or withheld and disciplinary action being taken. On the expiry of your Fitness Note you will be assumed to be fit for work, unless evidence is supplied to the contrary.

If you are taken ill whilst at work and need to go home, the absence must be counted as sick leave and a self certificate completed. If you go home before 11.00am a full day's absence must be shown on the self certificate for that day. If you leave after 11.00am a half day's absence must be shown on the self certificate for that day. Unauthorised absence will lead to disciplinary action which may include dismissal.

Long term sick leave will be reviewed at regular intervals under the Absence Policy. If after a reasonable period you remain unable to work, the Competency Procedure may be invoked.

Pay during absence

You are not entitled to be paid your salary when absent from work unless authorised. However, if your absence is due to illness or injury you will qualify for Statutory Sick Pay (SSP) if you comply with the Absence Procedure. If you are absent from work due to incapacity caused through an accident and the Council has at its discretion continued to pay you, the Council reserves the right to recover such sums as appropriate as part of any case for compensation pursued against a third party.

Holidays. For booking holidays or time off in lieu, see Holiday Entitlement below.

ACCEPTANCE OF GIFTS, REWARDS AND HOSPITALITY

The acceptance of gifts and hospitality are particularly sensitive areas. The way in which you receive a gift/hospitality depends on the type of relationship involved and the context in which the gifts/hospitality are offered. Staff should always bear in mind the following points:

There must be nothing in your behaviour, which might give rise to a suspicion that you are acting in your own private interest, which might lead to a conflict of interest.

Your actions should never give the impression to the public; to any organisation with which you deal or to your colleagues that a gift or reward could influence the way in which you deal with any person or organisation.

Staff should always inform the Town Council Manager of gifts/hospitality invitations/rewards made to them and the Town Council Manager should advise the Mayor. Failure to do so will lead to disciplinary action.

You must comply with the Officer Code of Conduct set out as Appendix 2 to this Handbook.

ACCOMPANIMENT

"Workers" have a statutory right to be accompanied by a fellow worker or by a trade union official, where they are required or invited by their employer to attend certain disciplinary or grievance hearings and they make a request to be so accompanied. This right applies not only to employees working under a contract of employment, but also to workers who are not genuinely self-employed, agency workers, home workers and casuals.

The 'companion' will be either:

- a fellow worker (another worker of the same employer);
- a full time official employed by a Trade Union; or
- a lay trade union official or workplace representative who has been specifically certified in writing by their union to act as a companion at disciplinary or grievance hearings.

The statutory right applies to:

Disciplinary meetings which could result in:

- the administration of a formal warning;
- the taking of some other action, which will include dismissal;
- the confirmation of a warning issued or some other action taken.

The Council also allow an employee to be accompanied under the Appeal Procedure or Competence Procedure.

Grievance meetings

There may be no automatic legal right for a worker to be accompanied at a fact-finding interview (an investigatory meeting) prior to a formal disciplinary meeting, although if that investigatory interview, for instance, centres on a specific individual and disciplinary proceedings are likely to follow then the right to be accompanied is likely to apply.

ACCOMPANYING PERSON

A worker who has been requested to accompany Council a colleague employed by the same employer is entitled to take a reasonable amount of paid time off to fulfil this responsibility. A lay trade union official or a workplace representative is also entitled to reasonable paid time off by the employer provided that the worker who has requested to be accompanied is employed by the same employer.

Acting as a companion is voluntary and employees are under no obligation to do so.

The right to be accompanied by a trade union official is not limited to where the trade union is recognised by the employer.

The Council may, at its discretion, allow you to bring a companion who is not an employee or union official (for example, a member of your family, but not a legal representative) where this will help overcome a particular difficulty caused by a disability or where you have language difficulties.

The companion will be allowed to participate in the hearing and to ask questions. The companion has the legal right to address the hearing, but does not have the legal right to answer questions on behalf of the worker. Facilities should be made available to allow a reasonable amount of time for preparation and to confer privately during the course of the hearing.

If the designated companion cannot attend a hearing at the time proposed, the worker can suggest a reasonable alternative which must be within 5 working days of the first date suggested.

ADOPTION LEAVE

Any employee who is adopting a child and meets certain qualifying conditions has the right to take 26 weeks ordinary unpaid adoption leave and the right to an additional 26 week's of unpaid absence.

~~To qualify, you will need to have been continuously employed for at least 26 weeks.~~ Statutory Adoption pay may be able to be claimed by some employees.

Commented [RH1]: There is no longer a requirement to have 26 weeks service to qualify for adoption leave.

If this may apply to you, you are advised to discuss the matter with the Town Council Manager.

ALCOHOL/SUBSTANCE ABUSE

Illegal drugs or substances must not be brought on to the Council's premises in any circumstances, nor alcohol without the consent of the Town Council Manager.

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

If you are taking drugs prescribed by your doctor, that may give rise to side effects that could affect your performance or safety at work, it would be helpful if you would advise the Town Council Manager.

APPEAL PROCEDURE

An appeal against a disciplinary/competency decision must be notified to the Town Council Manager, in writing, within three working days of the receipt of written confirmation of disciplinary/ competence action taken.

The appeal will be considered as soon as possible and an invitation will be made to discuss the matter fully. The procedure is designed to ensure that employees are treated fairly and lawfully in all matters of discipline, competency and dismissal. An employee is entitled to be accompanied by a fellow employee or accredited trade union representative.

During the appeal meeting, the onus will be on the employee to put forward the grounds for appeal and any new evidence which could alter the original decision. The employee can be requested to provide prior written notification of the reasons for the appeal. If any new information comes to light, we will provide you with details in writing. You will have reasonable opportunity to consider this information before the meeting. If you raise any new matters in your appeal, we may need to carry out further investigation.

Following the appeal, we may:

- confirm the original decision;
- revoke the original decision; or
- substitute a different outcome;

The outcome of the appeal will be final, it will be notified to you in writing and copies of all correspondence, will be retained on the personnel file.

Appeals against action taken by a manager will be undertaken by the Town Council Manager. Appeals against action taken by the Town Council Manager will be undertaken by members of the Human Resources Committee who have not been part of the original decision.

If an employee does not accept the annual Employee Development Review (EDR), and this cannot be resolved with the manager, an appeal may be made to the Town Council Manager. The EDR will be reviewed with both the manager and employee present and the Town Council Manager's decision will be final. If the original appraisal was undertaken by the Town Council Manager, the review will be undertaken by the Chairman/Vice Chairman of Human Resources Committee. The Town Council Manager may appeal against his/her EDR and it will be reviewed by members of the Appeals Committee not involved in the original review.

ATTENDANCE

The Council requires regularity of attendance from its employees. This is of the utmost importance in maintaining an efficient business and high-quality service to customers. Breaches of this requirement may invoke the Council's Disciplinary Procedures.

BEREAVEMENT

If you suffer bereavement in your immediate family - that is, the death of a parent, spouse, brother, sister, son, daughter, in-laws, legal guardian or partner, paid leave will be allowed for the funeral. Additional leave may be allowed for immediate family bereavement at the discretion of the Town Council Manager. Time off for funerals will also be allowed for more distant relatives and close friends, at the discretion of the Town Council Manager.

PARENTAL BEREAVEMENT LEAVE

Employees are entitled to statutory parental bereavement leave (SPBL) if a child for whom they have or were due to have parental responsibility has died or been stillborn after 24 weeks of pregnancy, on or after 6 April 2020.

Leave can be taken as one week, two consecutive weeks, or two separate weeks, at any time within the first 56 weeks after the child's death.

Notification

During the first eight weeks after a child has died, you, or someone on your behalf as necessary, need only give notice to the Council to take SPBL before you are due to start work on the first day of leave. If you have already started work, then officially your SPBL period will start on the following day. If you want to cancel it at any time during the first seven weeks you can do so as long as it has not started.

After eight weeks, you need to give at least a week's notice to the Council to take SPBL. You can cancel it with a week's notice, or re-book it by giving a week's notice.

When giving notice to take SPBL, you must tell the Council: the date of the child's death; when you want your leave to begin; and whether you want to take 1 or 2 weeks leave). You can give notice by telephone or by email or by letter.

Parental Bereavement Pay

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To qualify for statutory parental bereavement pay (SPBP) during such leave you must have at least six months' continuous employment and normal weekly earnings of at least the lower earnings limit. It is paid at the same rate as other statutory family leave pay, which is subject to change every year. You can check the most up-to-date figure with your line manager.

To claim SPBP, you must confirm the following information in writing within 28 days of starting any period of SPBL: your name; your entitlement to SPBP; the dates of SPBL you want to claim the pay for; the date of the child's death; and your relationship to the child. You can provide this information at the same time as giving notice to take SPBL, as set out above, so long as it is in writing.

Other leave entitlements

In addition to parental bereavement leave, if you qualified for:

- maternity or paternity leave and pay and your child has died or been stillborn, you are still entitled to such leave and pay.
- adoption leave and pay, then the adoption leave entitlement runs for another eight weeks from the end of the week in which the child died (unless it would already have ended sooner).

If your planned period of SPBL coincides with another statutory family leave right, your SPBL will end at the start of that other leave. If you wish to take SPBL at the end of the other statutory family leave period, then a fresh notice to take the leave will be required, as per the above notice requirements.

Compassionate or Dependants leave may be available under our Compassionate or Dependants Leave Policy at our discretion. Please speak to your manager if you require time off in addition to parental bereavement leave.

BULLYING

Workplace bullying is a separate issue from sexual and racial harassment but the effects can be the same. Within the working environment bullying can be described as the use of a position or power to coerce others by fear, oppression or threat.

The Council will not tolerate bullying behaviour at any level and it is the responsibility of all managers to eliminate any form of bullying which they become aware of.

Allegations of bullying will be dealt with under the grievance or disciplinary procedures. Any employee who feels they are being bullied should consult any manager or the Town Council Manager.

CAR PARKING

Limited car parking facilities are provided for employees' cars with permission. However, the Council disclaims all liability, whether in negligence or otherwise, for loss of or damage to any vehicle and/or its contents, howsoever caused, whilst left on the premises. The Council encourage employees to use a more sustainable form of transport where possible, and where a vehicle is not required for business purposes.

COLLECTIONS FOR CHARITIES AND FUND RAISING

We are keen to assist legitimate charitable and community activities, provided they do not interfere with the business of the Council. To ensure this does not happen and that the cause or activity concerned is genuine, all such collections and fund-raising must receive prior authorisation from the Town Council Manager. Organisers should ensure that no pressure is placed on staff to contribute.

COUNCIL CAR POLICY

The Council currently does not have a policy which entitles employees to the provision of a car as part of their contract of employment or the equivalent of an annual cash payment.

Use of Own Car

Where the Council authorises an employee to use a private car on official business, the employee will receive a casual user allowance in accordance with the approved Green Book rate

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

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The Council reserves the right to request copies of the individual's insurance certificate, to ensure adequate cover is in place for the business use of the vehicle. Where staff are travelling to the same function/meeting every effort should be made to travel together.

COUNCIL SICK PAY

Payment for periods of absence due to authorised sickness will be made in accordance with the current Statutory Sick Pay Scheme. Please note that the Council is not allowed to make Statutory sick payments for the first 3 days of absence. Any payment in excess of the statutory minimum will be made purely at the discretion of the Council.

Long term sick leave will be reviewed at regular intervals the Town Council Manager. Managers will also formally review sickness absence exceeding 5 days in any one quarter with you. Absence will be rolled forward on a monthly basis in any 12 month period. If after a reasonable period you remain unable to work, the Competency Procedure may be invoked.

COMPETENCE PROCEDURE

This procedure is separate from the Disciplinary Procedure and is not intended to deal with misconduct, but cases where an employee is unable for any reason to satisfactorily carry out the work required by the job description. It provides a framework within which managers can work with employees to maintain satisfactory performance and to encourage improvement where necessary. It is for guidance and does not form part of your contract of employment.

The Council will make every effort to discuss with the employee, the reasons for the inability to satisfactorily carry out work. It will jointly with the employee, seek solutions such as offering training or development opportunities, additional equipment or if possible changing the duties of the post. It will also look at the time or location if these are relevant. It may be necessary, dependent upon the circumstances of the competence issue, to suspend the employee on full pay, or to limit the scope of the work, whilst the necessary alternatives are investigated.

The capability issue may be associated with health or disability, the Council will seek as much information as possible and may require medical reports. The Council will see if it can make reasonable adjustments which will help you with your disability at work. The issue will never be determined on age grounds, unless there are any statutory requirements.

If these options do not provide a solution, the Council will seek to offer suitable alternative employment where possible. Termination of the Contract of Employment will only be pursued as a last resort.

In the first instance, performance issues should normally be dealt with informally between you and your manager as part of day to day management or stemming from the annual Employee Development Review. Informal discussions may be held to:

- Clarify the required standard
- Identify areas of concern
- Establish causes of poor performance
- Setting lengths for improvement and/or
- Agreeing a time scale for review

The formal procedure will be used for more serious cases, or where informal discussions have not resulted in a satisfactory improvement. The hearing will be held with your manager, another manager or the Town Council Manager. You must also take reasonable steps to attend a hearing. Failure to do so without good reason may be treated as misconduct. You will be entitled to be accompanied to a formal hearing.

The purpose of the first stage hearing include:

- Setting out the required standards that are considered not to be met;
- Establishing the likely causes of poor performance;
- Allowing you the opportunity to explain the poor performance and ask relevant questions;
- Discussing measures which may help you improve your performance
- Setting targets for improvements;
- Setting a time scale for review;

Following the hearing, we will if we deem it appropriate to do so, give you a written warning setting out:

- The areas in which you have not met the required performance standards;
- Targets for improvements;
- Measures such as additional training, or supervision which will be taken with a view to improving performance;
- A time scale for review;
- The consequences of failing to improve within the review period, or of further unsatisfactory improvement;

The warning will normally remain active for 6 months, but will be a permanent part of your personnel record. At the end of the review period:

- If your manager is satisfied with your performance, no further action will be taken; or
- If your manager feels there has been a substantial but insufficient improvement, the review period may be extended, or
- If your manager is not satisfied, the matter may be progressed to stage 2.

Stage 2 COMPETENCE HEARING

If your performance does not improve within the review period, or if there are further instances of poor performance while your first written warning is still active, we will hold a second capability hearing. The Council reserve the right to proceed directly to the Stage 3 Competence Hearing where poor performance is serious enough to justify this. The purposes of the second capability hearing are similar to those of the first stage hearing but include the identification of further measure which may be appropriate:

Following the hearing, if we decide that it is appropriate to do so, we will give you a final written warning, setting out:

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

A final written warning will normally remain active for 12months, but will form a permanent part of your personnel record.

Your performance will be monitored and at the end of the review period we will write to inform you of the next step, as follows:

- If your Manager is satisfied with your performance, no further action will be taken;
- If your Manager is not satisfied, the matter may be progressed to a stage 3 capability hearing; or
- If the Manager feels that there has been a substantial but insufficient improvement, the review period may be extended;

Stage 3 COMPETENCE HEARING

If your performance does not improve within the further review period set out in the final written warning, or if there are further serious instances of poor performance while your final written warning is still active, we will hold a further capability hearing.

The purposes of the stage 3 hearing include:

- Setting out the required standards that are considered not to have been met;
- Identifying areas in which performance is still unsatisfactory;
- Allowing you the opportunity to explain the poor performance and ask any relevant questions;
- Establishing whether there are any further steps that could reasonably be taken to rectify the poor performance;
- Establishing whether there is any reasonable likelihood of the required standard of performance being met within a reasonable time; and

- Discussing whether there is any practical alternative to dismissal, such as redeployment to any suitable job that is available at the same or lower grade;

In exceptional cases where we believe that there is a reasonable likelihood of the necessary improvement being made within a reasonable time, a further review period will be set and the final written warning extended.

If performance remains unsatisfactory and there is to be no further review period, we may:

- Redeploy you into another suitable job at the same or [if your contract permits] a lower grade; or
- Dismiss you;

Dismissal will normally be with full notice or payment in lieu of notice, unless you are guilty of gross misconduct within the meaning of our disciplinary policy, in which case we may dismiss you without notice or any pay in lieu.

Employees are entitled to appeal against any dismissal decision, in accordance with the Appeal Procedure.

COMPUTER NETWORK

This policy applies to the activities which constitute unacceptable use of the network or mobile appliance operated by the Council for use by its employees or Members. The policy applies equally to contractors, visitors and others who may be allowed to use the facilities on a temporary basis, e.g. the following activities are prohibited:

1. The creation, transmission or deliberate receipt of any offensive, obscene or indecent images, data or other material or any data capable of being resolved into obscene or indecent images or material.
2. The creation of material which is designed or likely to cause annoyance, inconvenience or needless anxiety.
3. The creation or transmission of defamatory material.
4. The transmission of material in any way that infringes the copyright of another person.
5. The transmission of unsolicited commercial advertising material to networks belonging to other organisations.
6. Deliberate actions or activities with any of the following characteristics:
 - Wasting staff effort or networked resources
 - Corrupting or destroying another users data
 - Violating the privacy of other users
 - Disrupting the work of other users
 - Other misuse of networked resources by the deliberate introduction of viruses
 - Playing games during working hours

World Wide Web (WWW) resources

These facilities are provided for use to achieve Council objectives. Any use for unauthorised purposes will be regarded as gross misconduct. If you are unsure whether use would be authorised, you must seek advice from the Town Council Manager in advance.

All staff, contractors and others are required to adhere to this.

CONFIDENTIAL INFORMATION

The Council encourages openness and the passing of information both internally; between itself and its partners and to the public. Nevertheless, during your employment you are likely to have access to confidential information relating to the Council's business or about clients or members of the public. This may include details of processes, materials, services and plans, costs and client lists. You must not disclose to, or discuss with a third party at any time, any information which you know or suspect to be confidential without seeking the authority of the Town Council Manager.

CONTRACTS OF EMPLOYMENT

A Contract of Employment will be given to each employee at the earliest opportunity following their employment commencing. It will contain the statutory written Statement of Employment Particulars and other main terms of Employment.

Two copies will be issued, one to be signed and returned by the employee, the other for his/her retention. Minor amendments to the Contract, e.g. a change in salary, will be amended by letter. More substantial changes, e.g. a promotion, may require the issue of a replacement Contract.

Please keep your Contract, any amendments, your job description and person specification safe for future reference.

DECLARATION OF INTEREST

Staff are required to declare any interest they or a member of their family may have in accordance with the Officers' Code of Conduct.

DEPENDANTS

Employees have the right to reasonable time off **without** pay during working hours to deal with incidents involving a dependant. The right is limited to urgent cases of real need and is subject to advising the Town Council Manager of the need to deal with the incident. (See Absence above)

DISABLED PERSONS

If you are disabled, please ensure that the Council has a record of this and, if you are registered disabled, of your disablement number. The Council's Equalities Policy seeks to eliminate discrimination on the grounds of disability.

The Council will consider any reasonable request to carry out adaptation to make it easier for you to carry out your work.

DRIVING

Where driving is required as part of your job, it is your responsibility to ensure that you are legally qualified to drive.

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Licences will go through the Council inspection procedure which requires us to check individual licences once a year with the DVLA, or as otherwise requested. The Council will require you to share your driving licence information by supplying it with your driving licence number and a check code provided by the DVLA. If you receive any points on your licence you must inform the Council of this immediately.

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If you use your own vehicle to drive on Council/work-related business, it is your responsibility to arrange to be insured for that business use. The Council may require you at any time/annually to allow a copy of your insurance and any MOT test certificate to be made and kept in our records.

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You are responsible for any driving offences committed while driving as part of your duties, including any parking fines. Dangerous, careless, inconsiderate or aggressive driving as well as causing a risk to others can be damaging to the Council's reputation and can amount to gross misconduct. If you are banned from driving for any reason, the Council is not obliged to find alternative work for you and may choose to dismiss you if the ban renders you incapable of performing your duties as required.

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It is illegal to use your mobile phone whilst driving. This includes texting etc.

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Employees should never use their mobile phone whilst driving on Council business unless they do so on a properly installed hands-free system and traffic conditions mean that it is safe to do so. In most cases, it would be preferable to make any calls when the vehicle is stationary.

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Any journey carried out on Council business must be scheduled in such a way as to allow adequate rest breaks – usually one break of 15 minutes for two hours of driving. Where possible, driving on Council business should be avoided either late at night or very early in the morning.

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Safety is the Council's prime responsibility and you should not be required to compromise safety in any way when driving on Council business. If you are concerned about any driving requirements you may have, then you should discuss these with the town clerk and appropriate arrangements will be made to ensure that any work-related journey can be completed safely.

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Council Vehicles

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If a Council vehicle is provided to you as part of your contract of employment or you are required to drive a Council vehicle as part of your job, it is your responsibility to take care of the vehicle, keeping it in a clean and roadworthy condition, including checking the oil/water levels are at the required levels. You should report any damage or fault immediately. The Council will arrange for appropriate maintenance or servicing to be carried out. If you incur any reasonable expenses in connection with the vehicle then these will be reimbursed, but you must check with the town clerk first and comply fully with our expenses policy. The Council will not be obliged to reimburse any expenses incurred without authorisation.

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Any personal use of a Council vehicle, other than a vehicle provided for your exclusive use as part of your contract is at the sole discretion of the Council and must in any event be kept within reasonable limits. Your manager may at any time instruct you not to use – or to cease using - a Council vehicle for private purposes.

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If you have possession of a Council vehicle overnight or at the weekend then you must ensure that it is securely parked in an appropriate location. In general, equipment or stock should not be left in a vehicle overnight. Where this is unavoidable then you must ensure that the vehicle is parked in a locked garage. If this is not possible then you should discuss appropriate parking and security arrangements with the town clerk.

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DISCIPLINARY PROCEDURE

1. INTRODUCTION

This disciplinary procedure is designed to help and encourage employees to achieve and maintain acceptable standards of conduct and job performance at all times, including the need to:

- Fulfil the duties specified in their contract of employment.
- Be honest and act beyond suspicion of dishonesty.
- Maintain high standards of integrity and conduct to protect the council's image and reputation with the public.

1.1 This policy indicates the disciplinary procedure that will normally be followed in the event of misconduct. The following list provides examples of conduct that will normally be regarded as misconduct leading to disciplinary proceedings. The list is not exhaustive.

- i Unsatisfactory time keeping.
- ii Time wasting.
- iii Absenteeism, including any absence from work during a working day without prior authorisation or instruction.
- iv Damage to, or unauthorised use of council property
- v Failure to comply with rules and regulations applicable to job requirements.
- vi Minor breaches of your contract of employment.
- vii Failure by an employee to perform the duties and responsibilities of his or her post to the standard expected by the council.
- viii Obscene language or other offensive behaviour.
- ix Insubordination or refusal to follow instructions.
- x Any other conduct that from time to time is defined by the Council as amounting to misconduct or breach of Council General Rules.

This Procedure applies to all employees regardless of status or length of service, except to employees in their first two years of employment~~probationary period~~. It is for guidance and does not form part of your contract of employment. This Procedure does not apply to cases involving genuine sickness absence; proposed redundancies; or poor performance and competence.

Commented [RH2]: An employee cannot pursue an unfair dismissal claim until they have 2 years' service/ In some circumstances we may advise you to follow a shorter disciplinary procedure.

1.2 GENERAL RULES

- Employees have an obligation to ensure that they conform to the requirements of the Equalities Policy and must not act in a manner which could be considered to be of an unlawful discriminatory nature against fellow employees, customers, or other people with whom they come into contact on the Council's business.
- Employees are expected to achieve and maintain a good standard of workmanship and cleanliness and to show a conscientious approach to the job or to the detail of that job to a standard that may reasonably be expected.
- To ensure maximum efficiency, employees are engaged on the basis that they must be prepared to undertake reasonable duties other than those for which they have been specifically engaged.
- The telephone or postal service must not be used for private purposes without prior permission.

- Visitors are not allowed on to the premises at any time without prior authority.
- An orderly and courteous manner must be maintained in front of customers.
- It is not permitted to remove material or equipment of any kind from the Council or any other place of work without prior written permission.
- The Council's or customers' time, material or equipment must not be used for any unauthorised use.
- All authorised notices displayed are expected to be read and observed.
- Employees are expected to act wholeheartedly in the interests of the Council at all times. Any conduct detrimental to its interests or its relations with its customers, suppliers, the general public or damaging to its public image shall be considered to be in breach of the Council's rules.
- Employees must not perform, arrange, or carry out any work or activity which could be considered to be in competition with or which adversely affect in any way the Council's interests.
- Employees must act in accordance with the Council's operating procedures and policies.
- Employees must take reasonable care of the health and safety of employees and third parties.
- Comply with all reasonable instruction given by your manager.

1.3 For first instances of minor misconduct the employee's manager or Town Council Manager may speak to the employee informally before implementing a formal disciplinary procedure. However, there is no obligation for the employee's manager or Town Council Manager to do this.

2. SCOPE

The procedure applies to all employees of Newmarket Town Council.

~~3. VERBAL WARNINGS~~

~~Verbal Warnings are issued by a manager or the Town Council Manager for most first instances of general misconduct, depending on the seriousness of the offence. If the employee is given a Verbal Warning, he or she will be warned of the likely consequences of any further disciplinary offences or a failure to improve his or her conduct to the satisfaction of the Council. A note confirming the Verbal Warning will be placed on the employee's personnel file. A Verbal Warning will normally remain in force for 6 months, but remain permanently on your Personnel record.~~

~~The Verbal Warning stage of the procedure may be omitted if the offence is of a sufficiently serious nature.~~

~~4.3. FIRST WRITTEN WARNING~~

~~In the case of a serious offence or repetition of an earlier minor offence the employee will normally be given a First Written Warning. A First Written Warning will be issued by the employee's manager or Town Council Manager and will set out:~~

- ~~the nature of the offence and the improvement required (if appropriate) and over what period;~~
- ~~the likely consequences of any further offence or failure by the employee to improve his/her conduct to an acceptable standard;~~
- ~~that further offences will result in more serious disciplinary action; and~~
- ~~the employee's right of appeal.~~

~~A first Written Warning will normally remain in force for 12 months, but remain permanently on your Personnel Record. The First Written Warning stage of the procedure may be omitted if the offence is of a sufficiently serious nature.~~

~~5.4. FINAL WRITTEN WARNING~~

~~If further misconduct occurs within the time period specified in a First Written Warning, or if the misconduct is sufficiently serious, the employee will be given a Final Written Warning. A Final Written Warning will be issued by the Town Council Manager and will set out:~~

- ~~the nature of the offence and the improvement required (if appropriate) and over what period;~~
- ~~the likely consequences of any further offence or a failure by the employee to improve his/her conduct to an acceptable standard;~~
- ~~that further offences will result in more serious disciplinary action up to and including dismissal; and~~
- ~~the employees right of appeal.~~

~~Final Written Warnings may also be issued in circumstances where the misconduct does not amount to gross misconduct, but is sufficiently serious enough to warrant only one written warning. A Final Written Warning will normally remain in force for 24 months, but will remain permanently on your personnel records.~~

6-5. STANDARD COUNCIL DISCIPLINARY PROCEDURE

- 6.1 In the case of further misconduct within the time period specified in any Final Written Warning or if the misconduct is sufficiently serious and the Council deems it to be appropriate to contemplate the dismissal, demotion or suspension (without pay) of the employee the following formal disciplinary procedure will be followed.
- 6.2 The Council will investigate the alleged misconduct and will establish the facts surrounding the complaint as necessary, taking into account the statements of any available witnesses.
- 6.3 The Council will set out in writing the alleged conduct or other circumstances which lead the Council to contemplate dismissing the employee or taking disciplinary action against the employee and the basis for the allegation and will send the employee a copy of the statement inviting the employee to attend a disciplinary meeting to discuss the matter. The employee will be provided with a reasonable opportunity to consider his or her response to the information provided in the statement before attending the meeting. The employee must take all reasonable steps to attend the meeting.
- 6.4 Disciplinary meetings will normally be convened within 10 working days of the Council sending the employee the written statement referred to in 6.3 above. The employee may be accompanied to any disciplinary meeting by a fellow employee or by a representative of a trade union. The Council will be represented by the employee's manager or Town Council Manager.
- 6.5 If the time or date proposed for the meeting is inconvenient (either for the employee or for the employee's companion should he or she wish to be accompanied to the meeting pursuant to 6.4 above) the employee may ask to postpone the meeting by up to 5 working days.
- 6.6 The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the employee's manager/ Town Council Manager time to consider their decision.
- 6.7 After the meeting the Council will inform the employee of their decision and any applicable sanction within 5 working days. The meeting may be reconvened for this purpose. The decision will be confirmed to the employee in writing.
- 6.8 If the employee wishes to appeal against the decision, he or she must notify the Council in writing within 5 days of receiving written notice of the decision.
- 6.9 If the employee notifies the Council that he or she wishes to appeal, the employee will be invited to attend a disciplinary appeal meeting before the Council's Appeals Committee. The employee must take all reasonable steps to attend that disciplinary appeal meeting. The employee has the right to be accompanied to a disciplinary appeal meeting by a fellow employee or by a representative of a trade union.
- 6.10 A disciplinary appeal meeting will normally be convened within 10 working days of the Council receiving notification that the employee wishes to appeal pursuant to 6.8 above. If the meeting date is inconvenient for the employee or the employee's companion he or she may ask to postpone the meeting by up to 5 working days.
 - i. Any new evidence that the employee wishes to put forward will be considered, as will any new evidence from the Council. The original disciplinary penalty will be reviewed.
 - ii. The disciplinary appeal sanction originally imposed cannot be increased upon appeal.
 - iii. The disciplinary appeal meeting will not necessarily take place before any disciplinary sanction imposed by the Council takes effect. If the employee's appeal is against dismissal and the appeal is successful the employee will be reinstated and continuity of employment will be preserved.
 - iv. The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the Council's Appeals Committee time to consider its decision.
- 6.11 After the disciplinary appeal meeting the Council will inform the employee of its final decision within 5 working days. The meeting may be reconvened for this purpose. The decision will be confirmed to the employee in writing.

7-6. COUNCIL DISMISSAL PROCEDURE FOR USE IN GROSS MISCONDUCT

- 7.1. The following list provides examples of conduct that will normally be regarded by the Council as Gross Misconduct. This list is not exhaustive:
 - i. Refusal or repeated failure by an employee to carry out his or her duties.
 - ii. Falsification of documents or information (including expense claims).
 - iii. Unauthorised disclosure of confidential information.
 - iv. Assault, physical violence or bullying whilst acting or purporting to act on behalf of the Council.
 - v. Insulting, indecent or offensive behaviour towards a fellow employee or any other person whilst acting or purporting to act on behalf of the council.
 - vi. Serious or repeated harassment (including sexual and racial harassment).
 - vii. Bringing the organisation into serious disrepute.

- viii. Incapacity at work due to the influence of alcohol, unprescribed drugs or any other substance.
 - ix. Wilful damage to Council property.
 - x. Deliberately accessing internet sites containing pornographic, offensive or obscene material.
 - xi. Theft, unauthorised use or possession of council property or fraud.
 - xii. Serious insubordination.
 - xiii. Conduct bringing the Council into disrepute.
 - xiv. Serious breach of health and safety rules.
 - xv. Any other conduct that from time to time is defined by the Council as amounting to gross misconduct.
- 7.2. If an employee is accused of any Gross Misconduct, he or she may be suspended from work on full pay pending the outcome of an investigation into the alleged offence(s). Such a period of suspension will not normally exceed 20 working days unless there are exceptional circumstances.
 - 7.3. The Council will investigate the matter and will establish the facts surrounding the complaint as necessary, taking into account the statements of any available witnesses. As part of that investigation the employee will be interviewed.
 - 7.4. If the Council believes the employee is guilty of gross misconduct his or her employment will be terminated summarily without notice or pay in lieu of notice.
 - 7.5. The Council will send the employee a statement, setting out the allegations of misconduct that led to the employee's dismissal and the council's basis for thinking that the employee is guilty of that misconduct. The date on which the employment terminated will be confirmed to the employee and the employee may be reminded of any continuing obligations he or she may have following the termination of employment. This statement will also explain the employee's right to appeal against the Council's decision.
 - 7.6. If the employee wishes to appeal against the Council's decision, he or she must notify the Council in writing within 5 working days of receiving notice of the Council's decision pursuant to 7.5 above.
 - 7.7. If the employee appeals the Council will invite the employee to attend a disciplinary appeal meeting before the Council's Appeals Committee. The employee must take all reasonable steps to attend the meeting. The employee has the right to be accompanied to a disciplinary appeal meeting by a fellow employee or by a representative of a trade union.
 - 7.8. Any disciplinary appeal meeting will normally be convened within 10 working days of the Council receiving notice from the employee that he or she wishes to appeal pursuant to 7.6 above. If the date of the meeting is inconvenient for the employee or his or her companion the employee may ask to postpone the meeting by up to 5 working days.
 - i. Any new evidence that the employee wishes to put forward will be considered as will any new evidence from the Council. The original disciplinary penalty will be reviewed.
 - ii. The disciplinary sanction originally imposed cannot be increased upon appeal.
 - iii. The disciplinary appeal meeting will not necessarily take place before any disciplinary sanction imposed by the Council takes effect. If the employee's appeal is against dismissal and the appeal is successful, he or she will be reinstated and continuity of employment will be preserved.
 - iv. The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated, or to afford the Council's Appeals Committee time to consider its decision.
 - 7.9. After the disciplinary appeal meeting the employee will be informed of the Council's final decision within 5 working days, the meeting may be reconvened for this purpose. The Council's decision will be confirmed to the employee in writing.

8-7. GENERAL PROCEDURAL INFORMATION

- 8.1. ~~Verbal Warnings and~~ First Written Warnings will normally be issued by the employee's manager or Town Council Manager. Final Warnings and dismissals will normally be carried out by the Town Council Manager. Disciplinary proceedings raised under the standard Council disciplinary procedure will also normally be investigated and any meetings to discuss the disciplinary proceedings conducted by the employee's manager or Town Council Manager.
- 8.2. Where disciplinary proceedings are instigated against the Town Council Manager, ~~Verbal Warnings and~~ Written Warnings will be given by the Human Resources Committee. Any investigations and any meetings will be carried out by the Council's Human Resources Committee. Dismissal of the Town Council Manager will be ratified by Council. Any disciplinary appeal meeting will be conducted by members of the Appeals Committee.

EMPLOYEE DEVELOPMENT REVIEW

As part of the Council's drive to improve quality and efficiency, employees will undergo an annual employee development review and may be given individual targets which reflect contributions to the Council's business plan objectives. The results may be used as part of the criteria for determining any incremental progression.

EMPLOYEE'S PROPERTY

The Council accepts no responsibility whatsoever for damage or loss to employees' property left on the Council's premises. The Council will, of course, take every reasonable step to recover lost property, but you are advised not to leave articles of value on the premises.

EMPLOYERS' LIABILITY/PROFESSIONAL INDEMNITY

Under the Employers' Liability (Compulsory Insurance) Act 1969, the Council is insured against liability for personal injury and/or disease sustained by its employees arising out of or in the course of their employment.

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

ENVIRONMENT

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

EQUAL OPPORTUNITIES (for Equality Policy see appendix 1)

The Council is an Equal Opportunities employer. It is firmly committed to equal opportunities policies which aim to eliminate discrimination wherever it may exist on the grounds of age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation or marriage or civil partnership, in the recruitment, promotion and training or application of any employment conditions of its staff and in the provision of its services. The Council will be proactive on equality and review its achievements in this respect.

Disciplinary action will be taken against an employee found to be unlawfully discriminatory to prospective or current employees, customers, or suppliers. The Council will also expect its contractors and partners not to discriminate and to be positive about equality

FLEXIBLE WORKING

Employees with at least 6 months continuous service are entitled to request a flexible working arrangement, on a permanent basis, in terms of hours, location and pattern of work. Employees are requested to submit a written application which will be determined by either the Town Council Manager or Human Resources Committee who will consider the circumstances and effect on the Council.

In addition to this statutory condition, the Council has a **family friendly and work-life balance policy** and will consider requests for flexible working sympathetically, where it does not disrupt the business in any of the following ways:

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

GOOD HOUSEKEEPING

You have a responsibility to contribute to 'good housekeeping' and to help to maintain the tidiness and cleanliness of the workplace. In particular, you are responsible for tidying up after completing work and leaving your workstation in a clean condition and for the safe collection and storage of materials

delivered to your order. Staff should always seek to optimise the use of resources and minimise waste e.g. paper, heat, light, power etc.

GRIEVANCE PROCEDURE

Where there is a grievance relating to any aspect of employment, the following procedure should be adopted;

The grievance should be raised verbally, or in writing, with the Town Council Manager. ~~Where appropriate a~~ meeting will be held to enable the employees to give full details. Sufficient time will then be allowed for the facts of the case to be considered, and the outcome notified to the employee. The grievance will normally be considered by the Town Council Manager, however if he/she is part of the grievance issue, the Human Resources will officiate.

Commented [RH3]: The ACAS Code states that there should always be a hearing.

An employee is entitled to be accompanied by a fellow employee or accredited trade union representative.

The decision will always be confirmed in writing. If the employee is not satisfied with the outcome, they will have the right to appeal which will be determined by the Council's Appeals Committee.

Wherever possible, grievances should be taken up with the relevant manager, or Town Council Manager informally before the formal Grievance Procedure is used.

HARASSMENT

The Council recognises the right of every employee to work in an atmosphere free of harassment and to complain about it should it occur. The Council agrees to take appropriate steps to promote such a workplace. It is against the policies of this Council for any employee to harass another employee in any way. Such conduct will not be tolerated. All employees will be expected to comply with this policy, and appropriate disciplinary action, including dismissal for serious offences, will be taken against any employee who violates this policy.

WHAT IS HARASSMENT?

There is not a single simple definition of harassment. This is because harassment can take many forms, occur on a variety of grounds and may be directed at an individual or group of individuals. Harassment may occur between people of the same sex or the opposite sex. It is not the intention of the perpetrator but the deed itself and the impact on the recipient which determines what constitutes harassment. Ultimately, the question which has to be asked is has an individual or group of individuals been treated in a detrimental way on improper grounds?

GROUND OFS OF HARASSMENT

Individuals may claim that they are subject to harassment on a wide variety of grounds including:

- their race, ethnic origin, nationality or skin colour
- their sex, sexual orientation, or gender realignment
- their religious or political connections
- their willingness to challenge harassment, leading to victimisation
- their membership or non-membership, of a trade union
- their disabilities, sensory impairment or learning disabilities
- their status as ex-offenders
- their age
- their real or suspected infection with Aids/HIV

The above are examples and should not be regarded as an exhaustive list.

FORMS OF HARASSMENT

Harassment may take many forms. It can range from extreme forms such as violence and bullying, to less obvious actions like ignoring an individual. Whatever the form of harassment it will be unwanted behaviour which is unwelcome and unpleasant. Forms of harassment may include;

- Physical contact ranging from touching to serious assault
- Sexual Harassment, for example:
 - **Physical Conduct of a Sexual Nature:** Unwanted and repeated physical contact including unnecessary touching, patting or pinching or brushing against another employee's body, assault, coercing sexual intercourse.
 - **Verbal Conduct of a Sexual Nature:** Unwanted sexual advances, propositions or pressure for sexual activity, continued suggestions for social activity outside the workplace after it has been made clear that such suggestions are unwelcome, offensive flirtations, suggestive remarks, innuendoes or lewd comments.
 - **Non-Verbal Conduct of a Sexual Nature:** The display of pornographic or sexually suggestive pictures, objects or written materials, leering, whistling or making sexually suggestive gestures.
 - **Sex-based Conduct:** Conduct that denigrates or ridicules or is intimidatory or physically abusive of an employee because of his or her sex, such as derogatory or degrading abuse or insults which are gender-related.
- Verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs,
- Visual display of posters, graffiti, obscene gestures, flags, emblems
- Isolation or non-cooperation at work, exclusion from social activities
- Coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- Intrusion by pestering, spying, following

THE EFFECTS OF HARASSMENT

Harassment carries with it a high price for both the Council and its employees. The Council recognises that harassment can cause employees to be subject to fear, stress and anxiety which can put great strains on personal and family life. It can lead to illness, increased absenteeism, an apparent lack of commitment, poor performance and even resignation. All these have a direct impact on organisational effectiveness.

The damage, tension and conflict within the workplace which harassment creates not only results in poor morale but higher labour turnover, reduced productivity, lower efficiency and divided teams. Although the effects may be difficult to quantify, they will eventually show through in the performance of the Council.

Certain types of harassment may constitute unlawful discrimination under the Equality Act 2010.

DUTY OF SUPERVISORS AND MANAGERS

All supervisory personnel are responsible for eliminating any harassment or intimidation of which they are aware. Failure to do so will be considered a failure to fulfil all the responsibilities of the position.

In particular they should:

- a) Take prompt action to stop harassment as soon as it is identified; in some cases by pointing out that the behaviour is unacceptable. Line Managers will be able effectively to put a stop to the problem without the need for further action.
- b) Ensure that offensive or potentially offensive material is not displayed in the work place.
- c) Make clear to staff that this kind of behaviour is not acceptable and where appropriate will be treated as a disciplinary matter.
- d) Investigate all complaints made by any member of staff against another or others.

No Supervisor or Manager shall threaten or insinuate, either explicitly or implicitly, that an employee's rejection of sexual advances will be used as a basis for an employment decision affecting that employee. Such conduct by the Supervisor or Manager will be treated as a serious offence.

HARASSMENT COMPLAINT PROCEDURE

1. Wherever possible, an employee who believes that he or she has been the subject of harassment should, in the first instance, ask the person responsible to stop the harassing behaviour as it is unacceptable to them. Person to person reproof at an early stage will often be sufficient to stop the behaviour which is causing the offence without involving third parties.
2. If the recipient needs help or advice, they should seek the involvement of trusted friends. This would still be short of making the matter official by involving management.
3. If the harassment continues the employee should take their complaint through the grievance procedure.
4. All complaints will be handled in a timely and confidential manner. Employees shall be guaranteed a fair and impartial hearing and the matter will be investigated thoroughly.
5. If the investigation reveals that the complaint is valid, prompt attention and disciplinary action designed to stop the harassment immediately and prevent its recurrence will be taken. In such circumstances, if relocation proves necessary, every effort will be made to relocate the harasser and not the victim.
6. Employees shall be protected from intimidation, victimisation or discrimination for filing a complaint or assisting in an investigation. Retaliating against an employee for complaining about harassment is a disciplinary offence.

NB. Whilst the objects of this Policy are clearly stated and are to be followed for reasons of equity and justice, it must also be advised that any employee who raises a complaint, which upon investigation is proven to be deliberately vexatious, that employee will themselves become the subject of disciplinary proceedings.

HEALTH AND SAFETY

Please make sure you read and understand the Council's policy on health and safety at work, and the organisation and arrangements for fulfilling that policy. Each employee will be given a copy. You must have regard for the safety and well-being of yourself and others at work. Please report all potential hazards, dangerous occurrences and accidents to your manager or the Town Council Manager. Advice is available from the Council's nominated consultant if necessary. It is important that you co-operate with any investigations into accidents or dangerous occurrences.

You will be issued with protective clothing where this is appropriate to your duties. You are required to wear clothing as directed.

Accidents

If you are injured during the course of your work or are involved in a dangerous incident, report this to the Town Council Manager or your line manager as soon as possible. Please ensure that an entry is made in the Accident Book, which is kept on the premises.

Fire Instructions

You must familiarise yourself with the instructions displayed on the notice boards. Please also acquaint yourself with at least the two fire exits nearest to the area in which you are working. Regular Fire Tests/Drills will be carried out.

First Aid

During normal working hours first aid treatment is available from appointed first aiders. Please have treatment for any injury sustained at work, no matter how slight it may appear at first. Names of qualified first aiders within the Council will be displayed on the notice board. All treatment must be logged in the Accident Book.

Display Screen Equipment/Eye Tests

To meet the requirements of the Display Screen Equipment Regulations, the Council will provide a free eye test for all staff who use VDU equipment as a major part of their job role. It is the Council's intention to optimise the use and application of display screen equipment within the Council, whilst safeguarding the health, welfare and job satisfaction of those involved in using such equipment.

HOLIDAY ENTITLEMENT

Annual holiday entitlement

The Council's holiday year runs from 1st April to the following 31st March. Under European employment Law you are not permitted under normal circumstances to carry over holiday entitlement into the following year.

During your first full holiday year of employment with the Council you are entitled to 20 days basic holiday. Your entitlement for the holiday year in which you join the Council is calculated on a pro rata basis i.e. 1/12th of entitlement for each complete month of service, rounded up to the nearest whole day.

After 5 years or more continuous service with the Council, your holiday entitlement will then be increased by one day for each complete year of service up to a maximum of 5 days additional holiday.

Holidays are paid at your current salary for the appropriate days. All holidays and bank holidays are allowed on a pro rata basis for part time staff. ~~In the case of casual employees, your rate is enhanced to include holiday pay which is clearly shown on your payslip.~~

Commented [RH4]: This is what is known as rolled up holiday pay that is now unlawful.

You must agree the dates of your holidays with your manager in advance which must be authorised and entered on your Time off/ Extra Hours Record Card. Where too many employees require the same holiday period which if granted would impair the efficiency of the operation, management will grant holidays on the basis of first request, first granted.

On leaving the Council, you will receive payment for any part of the accrued annual holiday entitlement not taken, and for which you would normally have been paid. If you have taken more than your accrued entitlement at the date of leaving, the excess will be deducted from salary or other monies due to you. In calculating accrued entitlement for this purpose, your employment ends on the day you cease to work.

Public & Bank holidays

You are entitled to the following public & Bank holidays with pay.

New Year's Day	Spring Bank Holiday Monday
Good Friday	Late Summer Bank Holiday Monday
Easter Monday	Christmas Day
May Day	Boxing Day

An alternative day will be designated where any of these days fall on a Saturday or Sunday, where Saturday or Sunday do not form part of the normal working week. Precise holiday dates will be published as soon as possible each year.

Additional holidays

The Council may grant at its discretion, two additional days leave, to be taken on dates which may be fixed by the Council. If you are required to work on the days concerned, you may take the leave at another time agreed with the Town Council Manager.

As a condition of the two additional days you may be required to use part of your annual leave entitlement to enable offices to stay closed for the whole of the Christmas period.

Sickness during holidays

Additional holiday entitlement will be awarded to you in respect of booked holidays on which you are sick or injured provided you fulfil the normal requirements regarding certification.

No additional holiday entitlement will be awarded to you if you suffer sickness or injury during a statutory holiday.

HOURS OF WORK

Your normal hours of work are stated in your Contract of Employment but are based on a standard week of 40 hours. You are expected to work flexibly in accordance with the demands of the job and your specific hours will be agreed by you with your manager. The Council reserves the right to change working hours after the usual consultation process with staff.

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

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

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

Employees who earn in excess of Scale Point 28 are not normally eligible for overtime payments, except at the discretion of the Council.

Overtime payments are made at the following rates:	
Weekdays & Saturdays after 40 hours.	Time and a half
Weekdays, after 12 Midnight.	Time and a half
Sundays & public holidays.	Time and a half.
Time off in lieu will always be on a single time basis	

Part-time employees are entitled to these enhancements for weekdays only after 40 hours

The Working Time Regulations determine entitlements for working hours, breaks, rest and holidays. The following is a guide only to the provisions relevant to the Council.

- Weekly working time will be limited to an average of forty-eight hours calculated over a reference period of seventeen weeks.
- The reference period may be amended by a *relevant agreement* (for the definition, see below).
- Absences through sickness, holiday or maternity leave are excluded from the calculation, but absences for other reasons will serve to reduce the average working time.
- Workers may opt out of the weekly working time limit by individual written agreement, but they retain the right to opt back in by giving seven days' notice or up to three months' notice if so specified in the opt out agreement. In the event of any individual opting-out, the employer will have to maintain a list of those who have opted-out.
- Adult workers will be entitled to a rest period of not less than eleven consecutive hours and workers under the age of eighteen to a rest period of not less than twelve consecutive hours in each period of twenty-four hours during which they work.
- Adult workers will be entitled to a rest period of not less than twenty-four hours in each seven day period or a rest period of not less than forty eight hours in each fourteen day period.
- Workers under the age of eighteen will be entitled to a rest period of two days (i.e. each day starting at midnight) in each seven day period.
- Adult workers will be entitled to a rest break when daily working time is more that six hours. The rest break may be fixed by a *relevant agreement*, but, if not, it shall be an uninterrupted break of at least twenty minutes.
- Workers under the age of eighteen will be entitled to a rest break of thirty minutes when daily working time is more than four and a half hours.
- There are no relevant agreements currently in force at the Council.
- A significant exclusion from application of the Regulations is for those who regulate their own working time, particularly managers. If a person's working time is genuinely determined by him/ herself, then there is only a statutory entitlement to paid holidays and health assessment.
- Holidays, daily rest, weekly rest and daily breaks are only entitlements and not obligations. If a worker chooses not to take up any entitlement, there is no obligation on the employer to provide it.

INDUCTION

For new employees, induction training is carried out as soon as possible after a he/she commences employment, to accelerate their ability to do the job. The objectives of this training are to ensure that the new employee is:

- able to understand the Council's philosophy, hierarchy, organisation and geography.
- introduced to immediate colleagues and other relevant employees.
- familiar with all the conditions which relate to his/her employment.

INFORMATION AND CONSULTATION

The Council is exempt from the provisions of the Information and Consultation of Employees Regulations 2004, but never the less will provide employees with a level of Information and consultation. This will include all statutory notifications and the right to comment on changes to working conditions.

INVESTORS IN PEOPLE

The Council has a very strong commitment to the principles of 'Investors in People' national standard and all its human resource development policies and procedures reflect this.

JOB DESCRIPTION

A job description has been prepared for each post, to give an accurate description of the main duties, responsibilities and relationship involved. It does not include every activity that might have to be done, but whatever is necessary to show the nature and purpose of the job.

A copy will be issued with the Contract of Employment.

JURY SERVICE

Employees are entitled to time off work to fulfil their obligations with regard to Jury Service. In the event of an employee being summoned to attend for Jury Service, they must notify the Town Council Manager immediately on receipt of the Jury Summons, giving details of dates they are required to attend the Court.

In the event that an employee is retained on Jury Service for a prolonged period, the employee has an obligation to notify the Town Council Manager and should keep in regular contact throughout the period.

Employees are expected to return to normal working immediately following their release from their duties. Employees are entitled to payment for this time off, but should claim expenses from the Court to cover their costs, and also compensation for loss of earnings. These will be payable to the Council.

LITERATURE

You may display, with the permission of the Town Council Manager, relevant literature on the premises.

MAKING A PROTECTED DISCLOSURE (Whistle-blowing)

The Council encourages employees to raise any concerns that they may have about any wrongdoing at any level within the organisation. Wrongdoing in this context means any breach of a legal obligation, risk to health and safety, a criminal offence being committed, a miscarriage occurring or likely to occur or damage to the environment.

Any initial concern should be raised with your line manager. However, if this is not appropriate then you should contact the Town Council Manager who will ensure that your concern is properly addressed.

Employees who raise a concern which is in the public interest under this policy are entitled not to be subjected to any detriment as a result, however the employee must reasonably believe that the disclosure they are making is true.

Even if your concern proves to be unfounded you will be protected against any reprisals from your manager, colleagues or any other employee of the business. Making a deliberately false allegation, however, against the Council, a fellow employee or any other person will be treated as an act of gross misconduct which will usually result in dismissal.

If you are the subject of an allegation of wrongdoing then you will be informed of the allegation and given every opportunity to explain the situation and put your side of the story. Disciplinary action will only be taken following a full investigation in accordance with the disciplinary procedure.

Qualifying Procedures

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

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

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

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

MATERNITY & PREGNANCY

Pregnant employees have certain statutory rights. The following information is given for guidance purposes only and confers no rights beyond those provided by statute.

• ANTE-NATAL CARE

Pregnant employees are entitled to reasonable time off work with pay to attend for ante-natal care. This applies to any appointments made on the advice of a registered medical practitioner, midwife or health visitor. If requested, the employee must provide a certificate of pregnancy and an appointment card.

• STATUTORY MATERNITY PAY (SMP)

Employees who stop work and who meet the following conditions are entitled to receive SMP. An employee must;

- have been continuously employed in local government for at least 26 weeks by the beginning of the 15th week before the Expected Week of Childbirth (EWC);
- have average weekly earnings of not less than the lower earnings limit for the payment of National Insurance Contributions;
- still be pregnant at the 11th week before the EWC or have given birth by that time;
- give at least 28 days' notice that she intends to stop work; and
- provide medical evidence of the EWC.

For the first six weeks SMP is payable at the earnings related rate (equivalent to 90% of average weekly earnings) and for the remaining 20 weeks at the standard rate or 90% of average weekly earnings if this is less than the standard rate.

• ORDINARY MATERNITY LEAVE

Employees who stop work no earlier than the 11th week before the EWC and who meet the following conditions are entitled to 26 weeks' ordinary maternity leave. An employee must notify the employer (in writing if requested) by the 15th week before the EWC, unless that is not reasonably practicable, of the following;

- that she is pregnant;
- the EWC;
- the date on which she intends her ordinary maternity leave to start; and
- if requested, provide medical evidence of the EWC.

Employees are legally prohibited from working during the two weeks immediately after the birth, four weeks if the woman is a factory worker, this is known as the "compulsory maternity leave period" and is considered part of the ordinary maternity leave period.

Employees who wish to return to work prior to the end of the ordinary maternity leave, must give at least 28 days' notice of their intended date of return.

During the leave, all contractual benefits except for remuneration are maintained as if they were not absent. Employers are entitled to return to their original job at the end of their maternity leave.

- **ADDITIONAL MATERNITY LEAVE**

In addition to the right to ordinary maternity leave, employees have the right to a further 26 weeks off and to return to their original job providing the following conditions are met and it is reasonably practicable. The additional maternity leave period commences on the day after the last day of the ordinary maternity leave period.

An employee must:

- have been continuously employed for at least 26 weeks by the beginning of the 14th week before the EWC;
- be entitled to ordinary maternity leave; and
- return to work within a period of 26 weeks calculated from the day after the last day of ordinary maternity leave.

Employees who wish to return to work prior to the end of the additional maternity leave period must give at least 28 days' notice of their intended date of return. This period of absence will count towards continuity of employment.

MATERNITY SUPPORT LEAVE

Maternity support leave of up to 5 days with pay is available to the child's father or partner of the expectant mother at or around the time of birth

MEDICAL EXAMINATIONS

If you are, or have been unable to carry out your duties as a consequence of illness or injury, you may be required to have an examination by a medical practitioner nominated by the Council. Any expense incurred will be met by the Council and you will be required to provide a copy of the resulting medical report.

Should this requirement be implemented, you will be consulted in advance and given full reasons as to why it is required.

(ACCESS TO) MEDICAL REPORTS

In certain circumstances it may be necessary for the Council to obtain a Medical Report from an employee's Doctor/Specialist in order to establish:-

- Reason for absence.
- Duration of absence.
- When the employee will be able to return to work.
- What, if any, treatment is being prescribed.
- Whether the problem will recur.
- Whether the employee can do all the duties of the job.

The above will enable the Council to plan workloads. It is in the interests of both the employee and the Council to establish the employee's ability to work with the benefit of expert medical opinion.

Employees have certain rights under the Access to Medical Reports Act 1988 which are as follows:

- Employees may withhold consent to the report being sought.
- Employees can request to see the report prior to it being forwarded to the Town Council Manager
- If employees indicate that they wish to see the report in advance the Council will inform the employee when the Doctor/Specialist is written to and he/she will be informed that he employee wishes to see the report. Employees then have 21 days to contact the Doctor/Specialist regarding arrangements to see the report.
- Should the employee indicate that he/she does not wish to see the report prior to the Council the employee has the right to write to the Doctor within 21 days of the report having been received. It is our policy to send employees a copy of the report in any event prior to a meeting being arranged to discuss the content.
- Employees have the right to ask the Doctor/Specialist for a copy of the report for up to 6 months after it has been supplied. There may be a charge for this. The Doctor/Specialist cannot submit

- the report to the Council without the employee's consent.
- Employees may ask the Doctor/Specialist to amend any part of the report which is considered by the employee to be incorrect or misleading. If the Doctor/Specialist is not in agreement the employee may attach a statement of his/her views with the report.
- If the Doctor/Specialist thinks the employee or others would be harmed by the report or any part of the report it can be withheld from the employee.

The Council would stress that no decision will be made that could affect an individual's employment without full consultation with that individual and careful consideration of all the circumstances. Where the Council wishes to obtain a medical report, employees will be asked for their written consent.

MEDICAL SCREENING

Necessary paid time off will be granted for the purpose of cancer screening.

OTHER EMPLOYMENT

You must not become engaged or concerned in any other business in which your duties may conflict with the interests of the Council, without prior permission from the Town Council Manager. You must not become engaged in any secondary occupation that may interfere with your work. Officers earning in excess of Scale Point 28 must not be otherwise employed without the authority of the Town Council Manager. The Town Council Manager must obtain authority from Council before undertaking other employment.

PARENTAL LEAVE

Employees are entitled to statutory, unpaid parental leave for the purpose of caring for a child if they are a parent of a child born or placed for adoption, on or after 15 December 1999, or of a child entitled to a disability living allowance. The employee must have one years service.

There are a number of statutory conditions which apply. The right to unpaid Parental Leave ~~is has been increased from 13 to~~ 18 weeks per child, and can be taken in blocks of up to 4 weeks. This right is available up to the child's 18th birthday.

PART TIME WORKERS

The Council will treat part time workers no less favourably than a full-time worker on the grounds that a worker is part-time.

A part-time worker is someone who is paid according to the time worked and is not identifiable as a full-time worker having regard to the Council's custom and practice or to the Contract of Employment. Any comparison is with someone who is a 'comparable full-time worker', working at the same establishment and doing work which is the same or at least similar, and who has broadly similar levels of qualifications, skills and experience; comparison is also with a person working under the same type of contract (i.e. a part-time casual worker may have a different type of contract to a full-time permanent worker).

In general, part-time workers are entitled to pay and benefits on a pro-rata basis which gives part-time workers the right to pay and benefits proportionate to those of full-time workers. This will normally mean the same (hourly) rate of pay as a comparable full-time worker, however, rates of pay for overtime will be payable at the same rate as comparable full-time workers only after the part-time worker has worked more than the normal full-time hours.

PATERNITY LEAVE

Fathers of newborn children, employees married to or partners of the child's mother or the partner of those adopting children are entitled to one period of leave off work, with Statutory Maternity pay, of either one week or two consecutive weeks to care for the child or support the child's mother (or the person with whom the child is placed for adoption).

Statutory Paternity Pay will be at the same rate as Standard Maternity Pay (or 90% of average earnings if this is less). To qualify employees must have been employed for at least 26 weeks in local government.

You may be able to get Shared Parental Leave (SPL) and Statutory Shared Parental Pay (ShPP) if:

- your baby is due on or after 5 April 2015

- you adopt a child on or after 5 April 2015

If you're eligible for SPL you can use it to take leave in blocks separated by periods of work, instead of taking it all in one go.

To start SPL or ShPP the mother must end her maternity leave (for SPL) or her Maternity Allowance or maternity pay (for ShPP). If she doesn't get maternity leave (but she ends her Maternity Allowance or pay early) her partner might still get SPL.

If you're adopting then you or your partner must end any adoption leave or adoption pay early instead. If you're eligible you can take:

- the remaining leave as SPL (52 weeks minus any weeks of maternity or adoption leave)
- the remaining pay as ShPP (39 weeks minus any weeks of maternity pay, maternity allowance or adoption pay)

If neither of you is entitled to maternity or adoption leave then SPL will be 52 weeks minus any weeks of maternity pay, Maternity Allowance or adoption pay.

You can share SPL and ShPP between you if you're both eligible.

PAY POLICY

Although the Council have not adopted the "Green Book" conditions of service, it will determine pay according to current pay scales. Actual scale points are based on job content, responsibility, qualifications and experience.

Pay Scales are reviewed annually in April through national negotiation and the Council will consider these along with its ability to pay when determining whether to make any enhancements.

Employees will be appointed to a specific scale point (Spot Salary). Human Resources Committee may review the salary point of an individual following the annual Employee Development Review where the level of responsibility of that person's job has significantly changed.

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

PAYMENT OF SALARIES/WAGES

Salaries are currently paid by credit transfer to the bank or building society of your choice on a fixed day of each month. You will be given an itemised statement recording your gross salary, deductions and the net amount. Charity deductions will be made on request.

PENSION

The Pensions Act 2008 requires the Council to enrol "eligible job holders" automatically into a qualifying pension scheme. The new pension arrangements applied to Newmarket Town Council from 1st February 2017. An "eligible job holder" is aged between 22 and state pension age and currently (2017) has earnings above £10,000 p.a. They are required to contribute to the scheme. They can voluntarily opt out after being enrolled, but have the right to re-join. The Council must again auto enrol the eligible person every 3 years.

"Non-eligible jobholders" who are not eligible for auto enrolment, can choose to opt in to a qualifying scheme. They are aged 16-74 with qualifying earnings currently (2017) below £10,000 p.a. but greater than £5824 p.a. Employees aged 16-21 or between state age and 74 with earnings above £10,000 p.a. can simply opt in.

"Entitled workers", those aged 16-74 and currently (2017) earning less than £5824 p.a. are entitled by law to require an employer to join them in at least a non-contributory scheme.

The Peoples Pension Scheme is Newmarket Council's nominated qualifying scheme. The Council will be willing to enrol all qualifying employees in to this scheme following their completed 3 months of any probation period and will make an Employer's Contribution of 5% of total salary.

Further information is available from the Town Council Manager.

PERFORMANCE MANAGEMENT SYSTEM

The Council will develop a performance culture with targets set for the organisation as a whole or teams in the business plan. Employees will undergo an annual employee development review and will be given individual targets which reflect contributions to the business plan objectives. Regular performance monitoring will be undertaken.

PERSONAL DETAILS

We need to keep up-to-date information on your home address and telephone number, together with the name, address and telephone number of your next of kin (or other such person) for emergency contact purposes. Please inform the Council in writing of any changes of the above to personal details. The Council will respect the confidentiality of any personal information that it keeps.

PROCESSING OF PERSONAL DATA

Data protection legislation regulates the way in which certain data about employees, both in paper and electronic form, is held and used. The following will give employees some useful information in terms of the type of data that the Council keeps about them and the purpose for which this is kept.

Throughout employment and for as long as is necessary after the termination of employment, the Council will need to process data about employees for purposes connected with their employment, including their recruitment and the termination of their employment. Processing includes the collection, storage, retrieval, alteration, disclosure or destruction of data.

The kind of data that the Council will process includes:

- any references obtained during recruitment
- details of terms of employment
- payroll details
- tax and national insurance information
- details of job duties
- details of health and sickness absence records
- details of holiday records
- information about performance
- details of disciplinary investigations, proceedings and outcomes
- training records
- contact names and addresses
- correspondence with the Council and other information that employees have given the Council

The Council believe that those records used are consistent with the employment relationship between the Council and its employees and with the data protection principles. The data the Council holds will be for management and administrative use only but the Council may, from time to time, need to disclose some data they hold about employees to relevant third parties (e.g. where legally obliged to do so by the Inland Revenue or where requested to do so by employees for the purpose of giving a reference).

In some cases, the Council may hold sensitive personal data, as defined by the legislation, about employees. For example, this could be information about a person's health, racial or ethnic origin, criminal convictions, trade union membership or political or religious beliefs. This information may be processed not only to meet the Council's legal responsibilities but, for example, for purposes of personnel management and administration, suitability for employment and to comply with equal opportunity legislation. Since this information is considered sensitive, the processing of which may cause concern or distress, individuals will be asked to give express consent for this information to be processed, unless the Council has a specific legal requirement to process such data.

Employees have a general right to find out whether we hold or process personal data about them, to access that data, and to be given supplementary information. This is known as the right of access, or the right to make a data subject access request. The purpose of the right is to enable the individual to be aware of, and verify, the lawfulness of the processing of personal data that we are undertaking.

Once a data subject access request is received, the Council must provide the information requested without delay and at the latest within one month of receiving the request.

Commented [RH5]: The time limit for dealing with a data subject access request has changed to one month and the employer can no longer charge the employee other than in exceptional circumstances.

~~Employees may, within a period of forty days of their written request or, where applicable, a period of forty days from the payment of the fee, inspect and/or have a copy, subject to requirements of the legislation, of information in their own personnel file and/or other specified personal data and, if necessary, require corrections should such records be faulty. Those employees who wish to do so must make a written request to their immediate Manager. The Council is entitled to change the above provisions at any time at its discretion.~~

Further information is available in the Council's Information and Data Protection Policy.

PERSON SPECIFICATION

A person specification has been prepared for each post, to set out the personal characteristics and experience likely to be required for a person to undertake the role. A copy will be issued with the Contract of Employment and job description.

PRIVATE TRADING

Private trading on the Council's or customers premises is not allowed.

PROBATIONARY PERIOD

If you are new to Newmarket Town Council you will be subject to a probationary period of up to six months during which time your performance and ability will be assessed. At the end of the period, and subject to a satisfactory report by your line manager, your probation period will have been fulfilled and your employment confirmed.

If your performance has not met expectations during the probationary period, the Council may extend the probationary period with an action plan being agreed. If ultimately performance remains unsatisfactory at the end of such extension your employment will not be confirmed and your employment terminated.

PUBLIC DUTIES

Employees who hold certain public positions have the right to reasonable time off without pay during working hours to perform duties associated with these positions. Such positions include magistrates, local councillors, statutory tribunal members etc.

Employees holding such positions are encouraged to discuss their position with the Town Council Manager so that suitable arrangements can be made.

QUALITY POLICY

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

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

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

RECRUITMENT

The Council believes that it is important to recruit the right person to any vacancy, be it a new job or a replacement for an existing position. It will always make clear the qualities and experience it is looking for and will recruit in accordance with its Personnel Procedures.

The Council will rigidly apply its equality policies. Where appropriate existing employees will be encouraged to apply for other positions within the Council.

REDUNDANCY/REDEPLOYMENT POLICY

Introduction

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

General Principles

It is the Council's policy to provide to the best of its ability, security of employment for all its employees. However, it is recognised that over time, changes in the political environment, funding regimes and other operational requirements may impact on the staff resource required to deliver organisational objectives. It is the agreed aim of the Council to maintain operational efficiency and effectiveness to help safeguard the future employment of all its employees. Where a redundancy situation is anticipated all alternatives will be explored for any potential surplus staff.

If after exhausting all alternatives, redundancy is unavoidable the Council will endeavour to handle such redundancy in a consistent, objective and sympathetic manner to minimise hardship for the employees concerned. The Council will rigidly apply its equal opportunity policies.

Consultation

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

Actions to avoid/minimise compulsory redundancy.

Selection Criteria

The Council will consult with the staff and seek to agree the criteria to be used for staff selection.

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

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

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

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

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

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

Action to Avoid/Minimise Compulsory Redundancy

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

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

- * Seeking application for early retirement or voluntary redundancy before declaring compulsory redundancy.

Redeployment

For those members of staff affected by restructuring or redundancy, the Council is committed where possible, to redeploying them into other business areas.

A surplus employee, who is considered suitable, may be offered a higher or lower paid position. Full details of such opportunities will be given to the employee to enable them to decide whether or not the alternative position is acceptable.

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

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

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

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

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

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

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

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

Period of Notice

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

Appeals

Employees may appeal against their selection for redundancy. Appeals must be in writing setting out the detailed grounds of appeal. Such appeals will be heard by Members who are not on Personnel Committee.

Assistance to Staff

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

This could include:

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

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

Compensation

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

REFERENCES

When you have been made a formal offer of employment, the Council will take up references from your previous employers. Any offer of employment is conditional upon satisfactory references being obtained.

Should it subsequently come to our notice that you have given inaccurate information, we may reconsider your employment. We will not accept references given to us directly by an employee or potential employee.

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

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

RETIREMENT

The Council do not have a default retirement age and employees are welcome to remain with the Council beyond the state retirement age. Any termination of employment by the Council will not be related to age.

However, any employee retains the right to retire earlier if they so wish. The Council will be pleased to advise on any matter relating to retirement and help you make any adjustments. In certain cases, depending on circumstances and length of service, pension may be accessible before state retirement age.

SMOKE FREE POLICY

It is the policy of Newmarket Town Council that smoking is not permitted in any part of its premises, entrances or grounds, or in its vehicles. This Policy applies to all employees, members, consultants, customers, visitors and contractors, whom it is intended to benefit.

The Council have decided that E-cigarettes (battery powered devices designed to replicate smoking behaviour without the use of tobacco which turn nicotine, flavour and other chemicals into a vapour that is inhaled by the user) are also prohibited.

The Council will not provide smoking areas on its premises and employees will not be given breaks for smoking during working hours.

The Council will help employees who wish to stop smoking through approved NHS services, and may give time off to attend such services by arrangement with management.

Overall responsibility for policy implementation rests with the Town Council Manager, however all staff are obliged to adhere to and support the implementation of the policy.

Appropriate 'no-smoking' signs will be clearly displayed at the entrance to and within premises and in all vehicles.

STATUTORY SICK PAY

Certain employees are entitled to receive pay when they are absent from work due to sickness. This is known as Statutory Sick Pay (SSP) and is paid out and administered by employers on behalf of the State.

There are many requirements and conditions attached to payment of SSP both for the employee and the employer. If employees are to receive their entitlement, the following rules and procedures together with those set out in the procedure for ABSENCE Notification, must be adhered to.

NOTIFICATION

SSP cannot be paid to an employee unless and until the following written evidence is supplied:
first 7 days of absence - a Self Certification form, absence record form or Doctor's Certificate thereafter - Doctor's Certificate.

It is important to remember that no payment can be made for any intervals of sickness absence not covered by a certificate.

WHEN SSP IS PAYABLE

SSP is normally only paid for a day or days worked.

For example, if an employee works Monday to Friday and not at weekends, SSP will only apply to those 5 days.

In some cases SSP can be paid when an employee is ill whilst on holiday -including bank/public holidays.

Employers cannot pay SSP for the first 3 days of an employee's sickness.

Therefore, payment starts on the 4th day, and continues for as long as the employee is absent up to a maximum of 28 weeks in any one period of sickness. However, if an employee is absent due to sickness within 8 weeks of a previous period of sickness and providing both periods of absence are for 4 days or more (calendar days), SSP will be paid from the start of the second period of absence.

SSP is paid in exactly the same way as normal earnings, although the employee's average earnings must be over the National Insurance Lower Earnings Limit to qualify for SSP

WHEN SSP IS NOT PAYABLE

SSP is not payable in certain circumstances, the principal ones being:

- once employment has terminated
- where Statutory Maternity Pay is being paid
- where an employee is over 65 years of age or under the age of 16

IMPORTANT

Any employee who has been absent due to sickness and is found not to have been genuinely ill, will be subject to disciplinary action which could include dismissal.

TIMEKEEPING

Employees are responsible for attending punctually for work in accordance with the hours defined within the Written Particulars of Main Terms of Employment.

Employees may not leave work prior to their normal finishing time without permission from their manager. In the event of an employee requiring time away from work during the normal working period, he/she must report to his/her manager upon leaving and returning to work.

Persistent lateness will be considered to be a breach of procedures and may result in disciplinary action.

Lateness for work may result in pay being reduced accordingly.

TELEPHONE CALLS

You are requested to restrict personal telephone call to those which are essential and cannot be made outside working hours. The use of the Council's telephone is restricted to cases of emergency and local calls. International calls and premier rate calls (0900, 118, 070) should not be made without the specific consent of the Town Council Manager.

TERMINATION OF EMPLOYMENT

Should you wish to terminate your employment, you must give the appropriate written notice stating the date you wish to leave in line with the conditions of your Contract of Employment. You will normally be expected to work your period of notice, but this may be waived or reduced at the discretion of the Council.

You must ensure that any property issued to you by the Council is returned.

TRADE UNION MEMBERSHIP

The Council does not recognise any trade union for collective bargaining purposes but does subscribe to the National Joint Council for local government for national negotiations.

Employees have the right to belong to or take part in the activities of any independent trade union. They also have the right not to be a member of a trade union or a particular trade union.

The Council will not discriminate against any person because he/she chooses/chooses not to be a trade union member.

Employees only have the right to reasonable time off to take part in trade union activities or to carry out trade union duties, if that trade union is recognised by their employer for collective bargaining purposes.

TRAINING AND DEVELOPMENT

We acknowledge the essential need to provide appropriate and systematic training and development for our employees. All employees will be encouraged to maximise their potential to achieve job satisfaction and reach the highest standard of efficiency and competence.

The Council are developing a comprehensive Training and Development Policy which will be included as Appendix 4 of this Handbook.

TRAVEL AND SUBSISTENCE

Travel on Council Business

Subsistence

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

Hotels

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

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

Air travel

All reservations must be approved in advance by the Town Council Manager.

Rail Travel

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

Other Ad Hoc items

Subjects such as relocation and lodging allowances crop up infrequently and will be dealt with on an individual basis.

Payment of Expenses

Expenses are paid monthly by credit transfer to the Bank/Building Society of your choice.

To ensure accuracy and timely reclaim of costs, all expenses need to be claimed within 3 months of being incurred. Where claims are made outside this period the Council reserves the right to refuse payment.

UNOFFICIAL CLUBS, FUNDS AND SCHEMES.

The Council is not responsible for the way in which any unauthorised employee funds, holiday clubs, saving schemes or lottery syndicates are conducted, or for the safety of those funds.

