

UPPER RISSINGTON PARISH COUNCIL

EMPLOYEE HANDBOOK

EMPLOYEE HANDBOOK ISSUE & UPDATES

Pages	Issue Number	Date
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Contents

Introduction	4
Joining our Organisation	5
Dress and Appearance Standards	7
Recruitment Policy	10
Holiday Policy	14
Flexible Working Policy	17
Equal Opportunities Policy	20
Drugs and Alcohol Policy	25
Wellbeing Policy	27
Menopause Policy	31
Maternity & Family Friendly Policies	35
Social Media Policy	46
Bullying & Harassment Policy	49
Performance Improvement Policy	52
Absence Management Policy	56
Grievance Policy	61
Whistleblowing Policy	64
Anti-Bribery Policy	67
Data Protection Policy	70
Disciplinary Policy	73
Redundancy Policy	79
Religious & National Holiday Celebration Policy	82
Computers, Email and Internet Policy	84
Appraisal Policy	88
Training and Development Policy	91
Lone Working Policy	94

Introduction

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

Joining our Organisation

Changes to personal details

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

Performance and Review

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you with your development. The Parish Clerk will monitor this on a six monthly basis if you are in caretaking or cleaning, or two members of the Parish Council shall complete this for the Clerk over the same time period.

Timesheets

You are required to fill in a timesheet, on a daily basis. Please see your manager for clarity.

Smoking Policy

Our policy of no smoking including e-cigarettes on the premises must be observed at all times.

Safety

You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.

You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.

Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.

You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the Parish Office but will be moving online, and further instructions will follow.

Personal property

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

Parking

To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused. Parking is free at the Village Hall.

Mail

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

Telephone calls and mobile phone use

The use of mobile phones must be limited during working hours, and must be reasonable. If it

interferes with your duties then this may result in disciplinary action.

Buying or selling goods

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

Wastage

We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.

You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:-

- handle vehicles, fixtures, equipment and all Council property with care;
- conserve energy when possible;
- look for other work if your job has come to a standstill; and
- start with the minimum of delay after arriving for work and after breaks.

Housekeeping

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

Copyright

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

Statements to the media

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only the Clerk, after consultation with the Parish Council.

Dress and Appearance Standards

Dress and appearance

The Council wishes to portray a professional business image to its clients, customers, suppliers and other business contacts at all times. As a result, it operates minimum standards of dress and appearance, therefore you are required to dress in a manner that is suitable and appropriate to the Council's business both within the workplace and when representing the Council.

This policy is not exhaustive in defining acceptable and unacceptable standards of dress and appearance and you must therefore use common sense in adhering to the principles.

You are required to be neat, clean, well-groomed and presentable whilst at work, whether working on the Council's premises or elsewhere on Council business.

Finally, the Council accepts that members of certain ethnic or religious groups are subject to strict religious or cultural requirements, or may have particular religious or cultural preferences, in terms of their clothing and appearance. The Council recognises the diversity of religions and cultures of its employees and will take a sensitive approach when this affects dress and uniform requirements. Subject to necessary health and safety, hygiene and security requirements and other similar considerations, the Council will not insist on dress rules which run counter to the cultural norms or the religious or cultural preferences of such employees. If you are uncertain as to whether a particular item of clothing is acceptable or not, please speak to your line manager.

Uniform

If you are required to wear a uniform, you must ensure that you do so whilst at work, whether working on the Council's premises or elsewhere on Council business. Uniforms must be neat and clean and worn in a presentable fashion. Uniforms supplied must not be altered in any way without the Council's prior permission.

If you are required to wear a name badge or ID card, this should be worn at all times whilst you are at work and must not be worn elsewhere.

Where uniforms are supplied by the Council, they remain the property of the Council.

Personal Protective Equipment (PPE)

If you hold a position that requires the use of protective clothing or personal protective equipment under the Personal Protective Equipment at Work Regulations 1992 (as amended), such as hard hats, gloves and masks, you are required to wear this clothing whilst at work, whether working on the Council's premises or elsewhere on Council business, whenever required by law or by Council rules. Any personal protective equipment will be supplied and maintained by the Council and it remains the property of the Council. You must take care of all PPE and return it in good condition when you leave the Council. In the event that you fail to return your personal protective equipment in good condition or at all on termination of employment, or you lose or damage your PPE during employment, the replacement cost may be deducted from your final salary payment, or from your next salary payment.

Personal hygiene

In addition to the minimum standards of dress and appearance set out above, you are required to take all reasonable steps to maintain acceptable levels of personal hygiene. Poor personal hygiene can result in an unacceptable working environment for your work colleague, given the close proximity in which you have to work, and it can create a negative image of the Council when dealing with clients,

customers, contractors or suppliers.

The Council accepts that, occasionally, there may be an underlying medical condition in which case you should seek medical advice from your doctor and follow that advice.

Compliance

If you fail to comply with the above rules on dress, appearance and personal hygiene, this is a serious matter and will be dealt with in accordance with the Council's disciplinary procedure.

In addition, depending on the circumstances of the case, you may be sent home to address personal hygiene issues.

Personal and professional conduct

As a general rule, what you do after normal working hours and off Council premises is a personal matter and does not directly concern the Council. However, there are some exceptions to this rule.

The Council will become involved where incidents occur:

- at Council parties, Council drinks events or other work-related social occasions or gatherings, whether organised by the Council or by employees themselves;
- at social occasions, lunches or gatherings organised by the Council's customers or clients where you have been invited in your capacity as an employee of the Council;
- at work-related conferences and training courses; or
- whilst you are working away on business on behalf of the Council.

On these occasions, you are required to adhere to the following rules:

- alcohol should be consumed only in moderation, regardless of whether the Council has provided or paid for the drinks;
- it is strictly forbidden for you to use illegal drugs;
- you should behave in an appropriate, sensible and responsible manner, taking into account that you are representing the Council;
- you should not use abusive, offensive or inappropriate language;
- you should not behave in any way that could bring the Council's name into disrepute; or
- you must take specific action to ensure that you do not drive a vehicle if you have consumed alcohol and you are above the legal limit.

The provisions of the Council's Equal Opportunities and Bullying & Harassment Policy continue to apply at work-related events.

Improper conduct or other unacceptable behaviour will not be tolerated and is a serious disciplinary matter. This includes excessive drunkenness, the use of illegal drugs, unlawful or inappropriate discrimination or harassment, violence such as fighting or aggressive behaviour and serious verbal abuse or the use of other offensive or inappropriate language.

If you are found to have breached these rules, or who otherwise brings the reputation of the Council into disrepute, at such an event will be subject to disciplinary action under the Council's disciplinary procedure. Depending on the circumstances of the case, such behaviour may be treated as gross misconduct and could render you liable to summary dismissal.

Where your off duty conduct seriously undermines trust and confidence, whether at a work-related social occasion or otherwise, under the Council's disciplinary procedure this could result in your dismissal. For example, if you commit a criminal offence outside employment, the Council will examine whether there is an adverse connection between the criminal offence and your employment.

The Council will then consider whether the offence is one that makes you unsuitable for his type of work or unacceptable to other employees, taking into account length of service, status, relations with colleagues and the effect on the Council's business and reputation subsequent to a charge or conviction.

Personal relationships at work

The Council recognises that employees who work together may form personal friendships and, in some cases, close personal relationships. The Council does not, as a general rule, wish to interfere with such personal friendships and relationships. However, it must also ensure that employees continue to behave in an appropriate, professional and responsible manner at work and that they continue to fulfil their job duties both diligently and effectively. These rules are therefore aimed at striking a balance between your right to a private life and the Council's right to protect its business interests.

The following rules apply to employees embarking on close personal relationships at work, whether the relationship is with a fellow worker, client, customer, supplier or contractor:

- you must not allow your relationship to influence your conduct at work. Intimate behaviour during normal working hours or on Council or client premises is prohibited;
- if you embark on a relationship with another employee in your department, you should declare this to your Parish Clerk, and in their absence the Chair of the Parish Council as soon as reasonably practicable;
- if you are a Manager and you embark on a relationship with a more junior member of staff, you should declare this to the Chair of the Parish Council as soon as reasonably practicable. This is particularly important if you are the Line Manager of the employee because of the risk of the junior employee being afforded more favourable treatment, or less favourable treatment if the relationship subsequently breaks down. In order to avoid a situation where you have managerial authority over a junior member of staff with whom you are having a relationship, the Council reserves the right to elect to transfer one or both of you to a job in another department, either on a temporary basis or permanently. The Council will first consult with both of you to try and reach an amicable agreement on transfer;
- if you begin a relationship with a client, customer, supplier or contractor and allows the potential for you to abuse your level of authority, you must declare the relationship to the Parish Clerk as soon as reasonably practicable. In these circumstances, the Council reserves the right to elect to transfer you to a job in another department where you will not be able to exert undue influence over the other party, either on a temporary basis or permanently. The Council will first consult with you to try and reach an amicable agreement on transfer;
- if a personal relationship (or the breakdown of a personal relationship) starts to affect your performance or conduct at work, then your Manager will speak to you with a view to your previous level of performance or conduct being restored. However, if your performance or conduct fails to improve or it reverts to a problem level, the matter will become a disciplinary one; and
- if you are having or have had a personal relationship and you are found to have afforded either more or less favourable treatment to the other employee because of this relationship or you have exercised undue influence over a client, customer, supplier or contractor, this is a disciplinary matter.

A breach of these rules is a disciplinary offence and will be dealt with under the Council's disciplinary procedure. Depending on the seriousness of the offence, it may amount to gross misconduct and could result in your summary dismissal.

The Council will not refuse to recruit a job applicant on the ground that they are married to, or in a civil partnership or other close personal relationship with, an existing employee. The Council also does not place any prohibition on spouses, civil partners or partners working within the same department, but the rules set out above on personal relationships at work still apply.

Recruitment Policy

1. Overview

- 1.1 This policy covers our internal and external recruitment. It is designed to ensure that our recruitment is fair and lawful and that it leads to the right people being appointed to the right roles.
- 1.2 We are an inclusive organisation which encourages applications from across society. We're committed to building a workforce of capable and committed people from all walks of life.
- 1.3 We do all we can during our recruitment process to make sure that job applicants (people who send us job applications), job candidates (those whose applications we take through to subsequent stages) and general job seekers are not disadvantaged in connection with a protected characteristic such as age, sex, race, or disability.
- 1.4 Our recruitment decisions, including in respect of 'on spec' approaches and internal promotions and transfers, are based on non-discriminatory and as far as possible, objective criteria.
- 1.5 This policy does not form part of your employment contract, and we may update it at any time.
- 1.6 You should read this policy alongside our policies on Equal Opportunities and Data Protection.

2. Defining the role

- 2.1 When we need to recruit, we will carefully consider what the role involves. We will review and may update an existing job specification/description to make sure that it properly reflects the day-to-day duties and responsibilities involved.
- 2.2 We will list the qualifications, skills, attributes, knowledge, and expertise that we are looking for ('the person specification').
- 2.3 If we think that the role could work as a part-time, job-share or other type of flexible working arrangement, we will take that into account when we are recruiting.

3. Our job adverts

- 3.1 Job adverts are prepared by the relevant manager.
- 3.2 Our job adverts comply with equality law. In particular, we don't use wording that could discourage applications from some groups in society.
- 3.3 We may decide to advertise a vacancy internally and externally, or both. When we advertise internally, we make sure that employees who are absent because of long-term sickness or maternity leave (for example) are told about the vacancy and are given the same opportunity as their colleagues to apply.
- 3.4 We advertise vacancies in places that are accessible to as wide a pool of potentially interested job applicants as possible.

4. Your job application

- 4.1 If you need information such as an application form, job specification or person specification in an accessible format (large print, for example), ask us. As long as your request is reasonable, we will do that.
- 4.2 We will not ask you to disclose details of criminal convictions unless that would be justified based on the role you are applying for. If we do ask for this disclosure, we will be clear about what you need to tell us.
- 4.3 We won't ask you about your health before making a job offer unless that is necessary and we:
- need to know about any reasonable adjustments that should be made to the recruitment process (that information is kept separate from the application form);
 - need to establish if you would be able to carry out an intrinsic part of the job;
 - need to check if you have a particular disability where that disability is an occupational requirement of the job;
 - are monitoring diversity (see 4.4 below);
 - want to take positive action in respect of disabled people; or
 - have to ask health or disability-related questions because of a legal requirement.
- 4.4 As part of our equal opportunities monitoring, we may ask you to answer questions about yourself, including about your race, physical or mental health, and sexual orientation. This is for monitoring purposes only and to help us to identify any inequalities in our organisation. It's personal information, so we handle it very carefully and we store it separately from application forms. It is not taken into consideration when we are deciding whether to take an application forward in the recruitment process. That includes when we are deciding whether to offer you the job, and the terms of any offer.
- 4.5 You do not have to give us all or any of the information we collect for equal opportunities monitoring. Whether an applicant does or does not complete a monitoring form has no bearing whatsoever on our recruitment decisions.

5. Shortlisting

- 5.1 Our processes are fair and must be seen to be fair. If a member of staff involved in the recruitment process has a conflict of interest, they should immediately tell their Manager. A conflict of interest could include a relationship or friendship with a job applicant.
- 5.2 Shortlisting will usually be carried out by the hiring manager.
- 5.3 We may use one, or any combination, of the following as part of our shortlisting process, with reasonable adjustments for disabled applicants where necessary:
- Telephone interview
 - In-person interview
- 5.4 We will contact the successful and unsuccessful applicants as soon as possible after making our decision about who to take forward to interview.

6. Interviewing

- 6.1 If we interview you, we will give you as much notice as possible of the date for your interview.
- 6.2 We will try to accommodate your needs around the timing and format of interview(s) and will make reasonable adjustments for disabled candidates.
- 6.3 Interviews will be carried out by the relevant line manager. If a second round of interviews is needed, we may decide to include a member of senior management on the interview panel.
- 6.4 Interview questions will be based on the job specification/description. Questions will be as objective as possible, and you will be assessed objectively based on your answers.
- 6.5 If we do not identify a suitable candidate, we may decide to re-advertise the vacancy or a different version of the vacancy.

7. Making a job offer

- 7.1 We will write to the successful candidate with an offer. That offer will include details of the terms and conditions of employment. We will explain how to accept our offer, including the timescale for that response.
- 7.2 A job offer will usually be made subject to certain conditions. These include one or more satisfactory references, proof of professional qualifications, and confirmation of the right to work in the UK. We may also decide to make an offer conditional on a satisfactory medical examination and/or the results of any other specific checks that it is reasonable, necessary and proportionate for us to carry out.
- 7.3 When it comes to seeking references, we will decide whom we wish to contact for a reference, although we will only contact them with your consent.

8 Starting in the new job

- 8.1 We aim to introduce you to your new role as smoothly as possible. Your manager will give you all the necessary information and guidance for that to happen.
- 8.2 You will usually have to complete a probationary period. It's to make sure that you and we are happy for the employment to continue.

9. Data protection

- 9.1 During the recruitment process we will need to collect, handle and store various data about you. This is likely to come from different sources including:
 - your application form and covering letter;
 - your CV;
 - your assessments;
 - notes of your interview;
 - employer references;
 - results of pre-employment checks.

- 9.2 We will only collect data that is relevant to the recruitment decisions we need to make.
- 9.3 We will only take up references on you with your consent, and if that consent is not provided the offer will be withdrawn.
- 9.4 Relevant data will be held confidentially, stored securely and retained for only as long as necessary, in line with our Data Protection and GDPR Policy.
- 9.5 Only information that has a bearing on the employment relationship will be transferred to your personnel file.

10. Enforcing this policy

- 10.1 If you are an employee of ours and believe that you have been discriminated against in breach of this policy, you should speak with your Manager. You may want to take the formal step of raising a grievance, in which case you should follow our Grievance Policy.
- 10.2 If you make a complaint under this policy in bad faith (where, for example, you know the allegation you are making is not true), we may regard that as a disciplinary issue. In serious situations, that could lead to dismissal without notice or payment in lieu of notice.
- 10.3 If you are found to have breached this policy by unlawfully discriminating against someone during the recruitment process, we may consider that to be misconduct. We might deal with it by providing (additional) training, issuing a warning or, in serious cases, considering dismissal.

Holiday Policy

1. Overview

- 1.1 This policy covers everything to do with your holiday entitlement and explains what you must do to arrange time off for holidays.

- 1.2 This policy applies to all employees and workers, but does not apply to self-employed contractors.
- 1.3 If you are an employee, this policy does not form part of your employment contract and we may update it at any time.

2. What is my holiday entitlement?

- 2.1 *How many days holiday do I get?* You will find the number of days of paid holiday you are entitled to in your contract. This is in addition to bank and other public holidays. The first four weeks of your annual leave are classed as leave under Regulation 13 of the *Working Time Regulations 1998* and the remainder under Regulation 13A and/or your contract as appropriate. This is important, because slightly different laws apply to the first four weeks of your holiday in any holiday year, which are dealt with below, described as your first four weeks' leave.
- 2.2 *What if I work part-time?* If you work part-time, your holiday entitlement (including time off for public holidays) will be calculated on a pro-rata basis.
- 2.3 *When does the holiday year start?* The Council's holiday year begins on 1 April and ends on 31 March. If you join or leave the Council part way through the holiday year, we'll calculate your holiday entitlement for that holiday year on a pro-rata basis.
- 2.4 *What if I've just started work?* During your first year, you can only take the number of days you have accrued up to the day your holiday starts, unless your manager has agreed otherwise and confirmed that in writing.
- 2.5 *Can I roll my holiday over if I don't take it all?* You are strongly encouraged to take all the holiday due to you in the holiday year in which it has accrued. Holidays not taken by the end of the holiday year will (except in the circumstances outlined below) be lost and you will not receive any payment in lieu.

3. How do I request time off?

- 3.1 You can ask to take a maximum of ten working days' holiday at any one time. You should put in your request as soon as you have chosen the dates (but before booking your holiday), and you should give us notice of at least twice the length of the time you want to take off.
- 3.2 You must make all requests for holiday leave in writing as follows:
- If you are a Cleaner or a Caretaker then via email to the Parish Clerk.
 - If you are the Clerk then via email to the Chair.
- 3.3 Your Manager must approve all holiday requests. These are usually considered on a first come, first served basis. At popular times of the year — particularly Easter, and school holidays — we may need to rotate holiday allocation regardless of who put in the first request.
- 3.4 Provided you have sufficient holiday entitlement, we will — wherever possible — try to fulfil requests for time off for a religious occasion. This will however be subject to our business requirements.

- 3.5 Your Manager will always discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as unauthorised absence and deal with the matter in accordance with our Disciplinary Policy.
- 3.6 Please do not make any travel arrangements or financial commitments until you have received our written confirmation that you can take the time off work. The Council will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

4. How much will I be paid?

- 4.1 We will pay you at your normal rate while you are on holiday.
- 4.2 We will let you know whether any commission or overtime payments will be included in your holiday pay. If we do include these elements in your holiday pay on one occasion, it does not mean that we must include them in the future.
- 4.3. Statutory holiday pay under the *Working Time Regulations 1998* which is based on average pay will, from 6 April 2020, normally be calculated using a 52-week reference period (or such shorter reference period that reflects the number of weeks you have been employed by us during that holiday year).

5. What happens if I am sick during my holiday?

- 5.1 If you are sick while on holiday, you can treat the time off as sick leave instead of holiday.
- 5.2 To reclaim your holiday time and take it at a later date, you must tell your Manager as soon as possible (normally meaning while you are on holiday) and provide medical evidence — translated into English if necessary — of your illness or injury. If you do not do this, we will treat your absence as holiday and not sick leave. You must then follow the procedure outlined above to book dates for another holiday.
- 5.3 If you are on sick leave at the start of a holiday period, and you are not fit to work at any time during it, you may reschedule the affected days. You will need to provide medical evidence and follow the procedure outlined above.
- 5.4 We will treat dishonest claims or any other abuse of this policy under our Disciplinary Policy.

6. What happens to my holiday entitlement if I am on long-term absence?

- 6.1 Your holiday entitlement continues to accrue during the holiday year when you are off work long-term for any of the following reasons:
- sick leave; or
 - maternity leave; paternity leave; adoption leave; parental leave; or
 - shared parental leave (known as ‘family leave’ in this policy).
- 6.2 You may carry over unused holiday to the following year if your sick leave spans two holiday years or you return to work too near the end of the holiday year to fit in the time off due to you. Any holiday carried over will be lost if you do not take it within 18 months of the end of

the holiday year in which it accrued. You are not entitled to carry over any additional Regulation 13A or contractual leave.

- 6.3 If you intend taking family leave and expect this to span two holiday years, you must give your manager as much notice as you can. You may carry over into the next holiday year any holiday entitlement that it is impractical for you to take before the start of your family leave. This covers your full annual leave entitlement.
- 6.4 You should take any holiday leave you have carried over within the holiday year in which you return to work, unless a different timescale is agreed with your manager.

7. What happens if I leave the Council?

- 7.1 You will normally be required to use up any outstanding annual leave days during your notice period. This applies whether you resign, or we give you notice that we are ending your employment.
- 7.2 We may alternatively pay you in lieu of any holiday that has accrued in the holiday year in which your employment will end, but which you have not taken. Payment will be made at the rate of 1/260th of your basic salary for each day of leave you have outstanding, pro-rated if you work part-time.
- 7.3 If you have taken more annual leave than you were entitled to up to the day you leave the Council, an amount calculated as above will be deducted from the final payment we make to you.

Flexible Working Policy

1. Overview

- 1.1 This policy explains how to make a flexible working request to the Council. It explains what flexible working means and how it can be used to help employees achieve a balance between

work and home life, and also help managers to organise work around business and operational needs.

- 1.2 This policy does not form part of your employment contract and we may update it any time.
- 1.3 This policy applies to employees with at least 26 weeks' service only.
- 1.4 We encourage you to have an informal discussion with your manager about flexible working before submitting a formal request.

2 What is flexible working?

- 2.1 Flexible working might involve reducing or varying your hours, the days that you work, or changing the location of where you work. There are lots of options, including:
 - part-time working;
 - term-time working;
 - annualised hours;
 - compressed hours;
 - flexitime;
 - homeworking; and
 - job-sharing.

3 Business needs

- 3.1 We recognise the benefits of flexible working and will genuinely and seriously consider all flexible working requests in a reasonable manner. However, we will need to balance the request against its effect on the business, the needs of the Council, and the impact on other staff.

4 Eligibility

- 4.1 Any employee with at least 26 weeks' service with the Council can make a request for flexible working by law.
- 4.2 An employee may make one flexible working request in a 12-month period (unless it relates to a request to consider reasonable adjustments on account of disability under the Equality Act 2010.)

5 How to submit a flexible working request

- 5.1 To submit a request, complete the Council's flexible working request form and send to the Parish Clerk (if you are the Parish Clerk then you should send to the Chair), the request must:
 - state that it is a flexible working request and be dated;
 - include the changes that you want and their proposed start date;
 - explain the effect you think the changes would have on the Council and how that could be dealt with; and
 - include the dates of any previous flexible working requests.

6 Meeting

6.1 We may invite you to a meeting, usually within 28 days, to discuss the flexible working request. It is your responsibility to make every effort to attend the meeting but, if you cannot, we will normally reschedule it, provided we are satisfied with your explanation for why you cannot attend. We reserve the right to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling. If you fail to attend a rearranged meeting without good reason, we will assume you have withdrawn your application.

6.2 We may also grant your request without a meeting.

7 Your right to be accompanied

7.1 You may be accompanied by a colleague or trade union representative at any meeting called under this policy.

7.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work would cause operational problems.

7.3 Your colleague or union representative can, if you'd like them to, explain the key points of your case at the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you, or try to prevent us asking questions or outlining our points.

8 Responding to a request

8.1 We will deal with flexible working requests reasonably.

8.2 We will consider the proposed flexible working arrangements, weighing up the benefits to you (and to the business) against any adverse impact that granting your request would have on the business or other staff.

8.3 Each request will be considered on its own merits. Agreeing to one request does not mean we will reach the same conclusion again, nor does it create a right for any other employee. There may be situations where having granted flexible working to one employee means that others' requests for similar flexible working cannot be granted.

8.4 We will respond to your request in writing as soon as reasonably possible. We usually aim to respond within two weeks of the meeting.

8.5 We may grant your request in full, in part, or refuse it. We may also propose changes to your request for you to consider. Your request may be granted on a permanent or temporary basis, and you may be asked to complete a trial period before we confirm whether we agree to the changes.

8.6 If we reject your request, it will normally be for one of the following business reasons:

- The burden of additional costs;

- An inability to reorganise work amongst existing staff or recruit additional staff;
- A detrimental impact on quality, performance or on our ability to meet customer demand;
- Insufficient work for the periods you proposed to work; or
- Where we intend to reorganise or change the business, and consider the flexible working changes may not fit with our plans.

8.7 We will write to you with our decision and the reason for rejection, or details of the new working arrangements. Any permanent changes agreed will involve a permanent change to your contract of employment (i.e. you have no right to revert back to your original contract). You should sign and return a copy of this letter to the person you made your request to.

8.8 We might ask that any change to your contract be for an initial trial period of three months. At the end of the trial period, if we do not think it is working, we may need to return to the contractual position before the variation happened.

9 Appealing our decision

9.1 You may appeal within a week of our decision. Your appeal should be dated and sent in writing to the person identified as the appeal officer in the decision letter. You must explain exactly why you are appealing.

9.2 We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 7 above. Appeals will normally be determined before the end of the 'decision period' (three months from when you sent your initial request) wherever possible. An extension to the 'decision period' may need to be agreed with you, if necessary.

9.3 Our final decision will be sent to you in writing. We try to do this within two weeks of the appeal hearing. You do not have any further right to appeal.

Equal Opportunities Policy

1. Overview

1.1 This policy covers all aspects of how you are treated by the Council and everybody we employ. It covers (but isn't limited) to:

- recruitment;
- pay and conditions of employment;
- training and continuing professional development;
- promotion;
- appraisals;
- grievances and disciplinary matters;
- ending employment;
- giving references;
- how visitors are treated;
- how clients and suppliers are treated; and
- how any other business contacts and associates are treated.

1.2 This policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, agency and casual workers.

1.3 If you are an employee, this policy does not form part of your contract of employment and we may amend it at any time.

1.4 You should read this policy in conjunction with our other policies, including, Bullying & Harassment Policy and our Grievance Policy.

2. Our equal opportunities commitment and aims

2.1 We will not tolerate discrimination or harassment, and are committed to promoting equal opportunities in employment. Those who work for us, and anyone applying for a job with us, will receive fair and equal treatment.

2.2 We ensure, where possible, full access for everyone applying for a vacancy. Decisions about transfers and internal promotions are made, so far as possible, using only objective criteria.

2.3 We will never victimise anyone who makes a legitimate complaint to us about harassment or discrimination, or who supports a colleague in their complaint.

2.4 This policy is underpinned by the following further commitments and aims:

- A working environment free from all forms of unlawful discrimination, including victimisation and harassment;
- A workplace capable of allowing everyone to achieve their greatest potential, and where individuals are willing to give their best;
- A Council-wide understanding of the message promoted by this policy;
- A commitment to ensuring all staff understand their rights and responsibilities under this policy — if you are not sure what we consider acceptable and unacceptable, you should check with your manager;
- A policy of ensuring employment opportunities are open to all qualified candidates, so that we recruit from the largest possible pool of available talent and recruit the best-qualified staff;
- A commitment to recruiting based on ability to do the job, that also reflects the multicultural composition of our local community;
- A commitment to amending this policy if we think it has become outdated, or circumstances suggest to us that it needs updating;

- A commitment to protecting staff, wherever possible, from being victimised or treated less fairly if they make or support a complaint in good faith under this policy.

3. How the law defines discrimination

3.1 The following list gives you a general description of the types of acts that may both breach this policy and be unlawful. Sometimes actions can be intentional, and sometimes unintentional. We include examples of both types in this list:

Direct discrimination: this is when somebody is treated less favourably because of a protected characteristic than somebody else has been, or would have been, in identical circumstances.

Examples: rejecting a job applicant because of their race, or refusing to promote someone because they are pregnant.

Indirect discrimination: this is when a group of people with one of the protected characteristics (subject to a couple of exceptions) is put at a disadvantage by a provision, criterion or practice applied to all staff unless the treatment is justified for a good business reason.

Examples: refusing a request to work part-time without a good business reason (which indirectly discriminates against women, who are more likely to have childcare responsibilities); insisting all staff work Saturdays without a good business reason (which indirectly discriminates against Jewish employees, who may not be able to work on the Jewish Sabbath).

Associative discrimination: this is where somebody is treated less favourably because of the personal characteristics of somebody else.

Example: treating an employee less favourably because their parents are Jehovah's Witnesses.

Perceived discrimination: this occurs where someone is treated less favourably because someone wrongly believes they have a particular protected characteristic.

Example: treating an employee less favourably because someone thinks he is gay, when in fact he isn't gay.

Harassment: this is when a hostile, humiliating, degrading, intimidating or similarly offensive environment is created in relation to a protected characteristic. We also consider it harassment for a worker to be subjected to uninvited conduct related to a protected characteristic that — as an intended or unintended consequence — violates their dignity.

Examples: name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment. We deal in detail with this under our separate policy on Harassment and Bullying.

Victimisation: in a legal context, 'victimisation' has a much more restricted meaning than in real life. It happens when a worker has complained about harassment or discrimination, or has supported a colleague in their complaint, and is then treated less favourably as a result.

Examples: an employee who is 'sent to Coventry' because they spoke up on behalf of one of their colleagues in a harassment investigation, or an employee who is dismissed under a pretext because they have complained of discrimination.

3.2 The 'protected characteristics' are:

- age;
- race (which includes colour and ethnic/national origin);
- disability;
- religion or belief;
- sex;
- gender reassignment;
- pregnancy or maternity;
- sexual orientation; and
- marital or civil partnership status.

3.3 There are other actions which can be unlawful under the equal opportunities legislation. Examples include:

- failure to make reasonable adjustments to minimise certain disadvantages suffered by a disabled employee (or job applicant);
- instructing another person (or applying pressure on them) to discriminate;
- knowingly assisting somebody else when they carry out a discriminatory act;
- discriminating against somebody believed to have a protected characteristic, whether or not they actually do, or because they associate with a third party who does.

4. How we carry out our responsibilities and duties

- 4.1 Management and the wider workforce are essential to ensuring the success of this policy. We all have a legal responsibility to comply with it, and any of us — however senior or junior we are — may be personally liable for unlawful discrimination if we breach its terms,
- 4.2 Overall responsibility for the effective implementation and operation of the policy lies with management, specifically with the Parish Council. Everyone working at managerial level is expected to act in full accordance with this policy, lead by example, and attain and maintain appropriate standards of behaviour within the teams they manage.
- 4.3 The ethos and standards covered by this policy can only be achieved and maintained if everyone in our workforce cooperates fully. It is important to understand that you have a legal responsibility to comply. If you breach this policy, you may also make the Council liable for your actions and we may both have to pay compensation to anyone who claims against us. We expect you to take personal responsibility for adhering to this policy's aims and commitments and for drawing any actual or potential breaches to our attention.
- 4.4 We also encourage everyone who works for us to help promote equal opportunities across the Council. Please contact your manager if you have any ideas about how we could do this better, or you would like to be more involved in achieving this policy's aims.

5. How we recruit, promote, and make other selections

- 5.1 We carry out all recruitment, promotion and other types of selection procedures, such as redundancy selection processes, on the basis of merit, using non-discriminatory and, as far as possible, objective criteria.
- 5.2 Advertisements for vacancies must not include wording that may discourage some groups of people from applying, or stereotype in any way, and they must be placed where they can reach as wide and diverse a pool of potential candidates as possible.
- 5.3 Nobody applying for a job with the Council may be asked about their health, attendance record, or whether they have a disability, before a job offer is made - except in very limited situations. It may, for example, be justifiable to ask whether the applicant needs any disability-related measures put in place for the interview, or to check that they are capable of carrying out a key part of the job. It is acceptable to make some job offers dependent on a medical examination.
- 5.4 It is unlawful to ask job applicants anything that might suggest an intention to discriminate on the grounds of a protected characteristic. Asking an applicant about their religion when they are applying for a job that involves weekend working would not, for example, be allowed. Nor would asking an applicant whether they have childcare responsibilities be allowed, as that suggests you might be intending to indirectly discriminate on grounds of sex or marital status.
- 5.5 It is fine to include certain health or disability questions in equal opportunities monitoring exercises, but the data gathered must not be used for selecting someone for a role, or in making other employment-related decisions.

6. How we enforce this policy and handle breaches

- 6.1 We will investigate any complaint or allegation you raise regarding a potential breach of this policy. If you believe you have been harassed or discriminated against you should contact your manager as soon as possible. If you want to take formal action, you will need to follow our grievance procedure (see our Grievance Policy and read our Bullying & Harassment Policy)
- 6.2 You will face disciplinary action if we find you have harassed or discriminated against anyone else in breach of this policy. Sometimes this type of behaviour may amount to gross misconduct, in which case you may be dismissed without notice.
- 6.3 Occasionally, people make complaints knowing they're not true. They might do this to avoid or deflect disciplinary action. We view any complaint made in bad faith as an act of misconduct and this will normally lead to disciplinary action. In some cases, bad faith complaints may lead to summary dismissal for gross misconduct.

7. How we monitor whether this policy is working

- 7.1 We may record and analyse information about equal opportunities within the workplace, and when you join the Council you give us consent to gather and process this data about you. We use the information to make sure this policy is working properly and to refine it where that's needed. We also use the information to review the composition of our workforce, and to promote workplace equality.

Drugs and Alcohol Policy

1. Overview

- 1.1 This is our policy about the use and misuse of drugs and alcohol while working for or representing us.
- 1.2 All employees are covered by our policy. This policy does not form part of your employment contract, and we may update it at any time.
- 1.3 This policy also applies to self-employed contractors, workers and agency workers.
- 1.4 We have a legal duty to protect the health and safety of our workforce and any external individuals who come into contact with us. It is very important that those working for us can carry out their duties safely and free from the influence of drugs or alcohol.
- 1.5 The use and misuse of drugs or alcohol can also have a detrimental effect on the Council. It can lead to absence from work, and poor employee behaviour or performance. It can also reflect badly on our organisation.

2. Using drugs or alcohol

- 2.1 We expect you to be able to fully and safely carry out your duties under your contract when you are working for or representing us.
- 2.2 It is critically important that you do not drive or operate machinery if your performance or judgment might be impaired through the use or misuse of drugs or alcohol. This includes any drugs prescribed for you.
- 2.3 If your performance is impaired, or your behaviour or attendance is negatively affected because of drugs or alcohol, or our reputation is damaged as a result, then we may take action Disciplinary Policy. This could lead to you being dismissed.
- 2.4 If you know or suspect that a colleague is or has been misusing drugs or alcohol, you should raise this in confidence with your manager. It's important that we find out about any issues so that we can help as best we can. We will also want to make sure we're meeting our health and safety responsibilities, and protecting our business.

3. Drugs

- 3.1 When we talk about 'drugs' under this policy, we mean illegal drugs, psychoactive substances ('legal highs'), and prescription or non-prescription drugs which may affect your ability to carry out your duties fully and safely.
- 3.2 You must not be in possession of illegal drugs or psychoactive substances (except for legitimate substances including food, tobacco, nicotine, caffeine and medical products) at any time while working for or representing us.
- 3.3 If you need medication for a genuine medical condition while working, you should only bring in enough for your own use. It should be kept safely, in accordance with instructions and out

of the view of other people. If your medication needs to be stored in a fridge, you must use a clearly labelled, sealed container.

- 3.4 Medication can have side-effects that affect performance. If this applies to you, please raise it with your manager so that we can take medical advice if necessary and consider any reasonable adjustments that we might need to make.
- 3.5 It is your responsibility to seek advice from a doctor or pharmacist about the possible effects of your medication on your fitness to do your job.
- 3.6 We want to protect your health and safety, as well as that of your colleagues, so if you have any drug-related impairment you must tell us straightaway.

4. Alcohol

- 4.1 You should not bring alcohol into work. If there is some reason why you might need to, you should get your manager's permission beforehand.
- 4.2 You must not be, nor must your appearance suggest you are, under the influence of alcohol while you are working for or otherwise representing us. This applies equally to a situation where you may have drunk alcohol before coming to work, or the day before, if you are still affected by it.
- 4.3 Work-related events like client dinners or staff parties that involve alcohol are an exception. We may allow moderate drinking on those occasions, but we will still expect you to behave professionally, with integrity and in line with our reasonable standards. You are representing the Council, and we will take disciplinary action against you if you breach our rules or policies, for example in relation to Health and Safety, Bullying and Harassment or Equal Opportunities, or if your conduct otherwise falls below our expected standards.

Wellbeing Policy

1. Overview

- 1.1 We are committed to maintaining a workplace in which the health, safety and welfare of those working for us is safeguarded.
- 1.2 This policy sets out our approach to identifying wellbeing issues, mitigating their effects, and supporting our people through difficult times, whether because of issues at home or at work.
- 1.3 This policy applies to employees or workers (including casual workers and agency workers).
- 1.4 This policy does not form part of any employment or other contract. It may be updated from time to time. It should be read alongside our policies on Equal Opportunities and Bullying & Harassment.

2. Meaning of 'wellbeing'

- 2.1 Wellbeing is defined in the dictionary as 'the state of feeling healthy and happy'. It encompasses physical wellbeing and mental wellbeing.

3. Our responsibilities

- 3.1 We comply with our statutory duties to protect those who work for us. We will, for example, take all reasonable steps (sometimes with the benefit of risk assessments) to make sure that you:

- have a safe place and safe system of work;
- can take appropriate breaks;
- are not put under excessive working pressures;
- are not subjected to discrimination or harassment at work.

We aim to identify, minimise the effects of, and wherever possible remove hazards that could harm your wellbeing.

- 3.2 We also take our wider responsibilities towards our workforce seriously and do everything we can to ensure that you feel engaged, respected, and supported at work.
- 3.3 We promote an organisation-wide understanding of the importance of individual wellbeing, and of ways that each of us can take care of ourselves, as well as others.
- 3.4 We provide training in the management of mental health and other wellbeing issues to those responsible for applying this policy. Training helps them:
 - understand the common types of mental ill health;
 - spot the signs and symptoms of poor mental health;
 - engage sensitively and supportively with team members;
 - understand the support that can be offered and any physical and work management adjustments that could be made;

- recognise when an employee may need external support, and where that support could come from.

3.5 The Parish Council has overall responsibility for our Wellbeing Policy and for its implementation.

3.6 We treat everyone who works for us fairly and we do not discriminate against people because they might have mental health conditions. We aim to offer an environment in which stigma has no place and in which you can thrive.

4. Stress

4.1 Any working environment creates pressures. In most situations that pressure is not harmful; in fact some people find it helps them do their job well. However, where pressure is excessive or is applied in particular ways it can lead to stress.

4.2 Stress is negative. Its effects include anxiety and depression, as well as physical health problems.

4.3 Symptoms of stress may include absenteeism, uncharacteristic errors, temper outbursts and lack of motivation.

4.4 Stress can be brought about not just by the pressure of having too much work, or work that is overly challenging. It could also be the result of a difficult relationship with a colleague, not understanding your role, or change within our organisation. Pressures outside of work can cause or add to stress at work.

4.5 We recognise the debilitating effects that stress can have, and we do everything we reasonably can to minimise the impact within our workforce. However, we rely on you to tell us if you are feeling the effect of stress, or if you think somebody else is.

4.6 We recognise that similar circumstances can result in different reactions from different people. We are not all the same. Just because one person copes in a particular situation, it does not mean that others will not find it stressful.

5. Talk to us

5.1 We encourage open conversation about all aspects of wellbeing. If you are worried about anything to do with your physical or mental health, or that of a colleague, you should speak with your manager.

5.2 Don't put this conversation off. The earlier you tell us about any difficulties you are having, or your concerns about a colleague's wellbeing, the quicker we will be able to start helping. It means you (or they) will not be struggling alone.

5.3 Once we know about any wellbeing issues you are having, we will have a better understanding of any changes in your behaviour and performance at work. We will then be able to address those in the right way.

6. How we will respond

- 6.1 Whether you have told us about an issue relating to your wellbeing, or it has come to our attention in a different way, we will meet with you to discuss it.
- 6.2 We may carry out a risk assessment. We would expect you to cooperate with this and contribute, where asked, to the process.
- 6.3 We will agree with you a strategy for supporting you and making adjustments to your working environment, your role and your terms of employment. For example:
- Reducing your workload;
 - Giving you different responsibilities;
 - Altering your hours of work;
 - Homeworking or part-time working.
- 6.4 We will treat things you tell us as confidential. However, we may need to speak to your colleagues, including your manager/supervisor, about things they could do to help you, particularly if we need them to take over some aspects of your work. We may also need to involve other people from inside our organisation and also from outside - an occupational health advisor or mental health specialist, for example. We will talk to you about that first.
- 6.5 It will be difficult for us to help you unless you let us have those conversations about your wellbeing and potential remedial steps. Duties of confidentiality will apply. If confidentiality is breached by a member of staff, we may decide to take disciplinary action.
- 6.6 If we are concerned that you may pose a threat to yourself or to others we may take immediate appropriate action without your consent. That could include contacting your family members, specialist support, or the emergency services, and sharing with them information about your mental health.
- 6.7 If issues to do with your wellbeing involve colleagues, customers, clients or others associated with our organisation, we will address those. That will usually mean we will need to discuss with them at least some of the issues you have told us about. Where somebody in the organisation has behaved inappropriately, we may investigate and take disciplinary action against them.
- 6.8 When you talk to us about your mental health, or you tell us your genuinely held concerns about a colleague, we will do everything reasonable to ensure that you are not victimised or otherwise treated badly for having done so, or subjected to bullying or harassment as a consequence. We want you to report issues and ask for support without fearing negative consequences. Our Grievance Policy is in place to provide you with a formal way of complaining about any adverse treatment you receive, although you may find that the issue can be resolved via discussions with your manager.
- 6.9 We have an over-riding responsibility for your health and safety. Sometimes this may mean we make decisions you disagree with. We will always listen to your input and if there are occasions when we act against your preferred course of action, we will explain why we are doing so.

7. Absence

- 7.1 We will keep in touch with you during your absence to check on your condition. We may also be in contact with your GP and/or occupational health.
- 7.2 We will discuss with you ways of safely bringing you back to work when you are ready.
- 7.3 If identified risks mean that it is not possible for you to return to the same job, with adjustments in place, we will make all reasonable efforts to find a suitable alternative role for you.
- 7.4 We will continue to monitor your wellbeing once you have returned to work and do everything reasonable to support you.

8. External support

- 8.1 We aim to provide comprehensive wellbeing support from within our organisation and our network of associates and contacts.
- 8.2 If you need time off from work for support purposes we will try and accommodate this; however it is important that you discuss this need for time off in advance.
- 8.3 We also recognise that external support can be valuable, and you may find the following useful:
 - www.mind.org.uk
 - www.samaritans.org
 - www.rethink.org

Menopause Policy

1. Overview

- 1.1 The menopause can have significant effects on a woman's personal life and on her work life. Trans and non-binary employees may be affected in the same or similar ways and are covered by this policy.
- 1.2 We aim to create an environment in which all our employees feel informed about the menopause and are comfortable and confident talking about its impact. If you are going through the menopause, you'll have help in coping with its effects so that you can continue to do your job successfully.
- 1.3 This policy should be read alongside our policies on Equal Opportunities.
- 1.4 This policy does not form part of your employment contract, and we may update it at any time.

2. What is the menopause?

- 2.1 The menopause is a biological process that signals the end of a woman's ability to conceive a child. It usually happens between the ages of 45 and 55, but it can be earlier (sometimes much earlier) or later.
- 2.2 The menopause produces a range of physical and psychological symptoms that can affect many aspects of life. Every woman is different and not all will be affected in the same way or to the same extent.
- 2.3 Common symptoms include:
 - Hot flushes
 - Headaches
 - Poor concentration
 - Dry eyes
 - Anxiety
 - Low mood
 - Lack of confidence
 - Panic attacks
 - Poor sleep
 - Weight gain
 - Fatigue
 - Poor memory
 - Joint and muscle pain
- 2.4 Menopause symptoms tend to last about four years, but can last longer.

3. Understanding the menopause

- 3.1 Despite its potentially serious impact on a woman's everyday life, the menopause is still not spoken about as freely as some other physical or mental health issues. We aim to do things differently so that the menopause becomes a normal part of the health and wellbeing conversation.
- 3.2 Through training and raising awareness of the symptoms and related issues, we promote an organisation-wide understanding of what the menopause means for those going through it. This is essential to building a culture of openness, trust, sensitivity and respect around what is for many women a challenging time in their lives.
- 3.3 We need you to be aware that the menopause may affect those you work with in the ways set out above. Sometimes you will need to make certain things easier for them. That might include simply accepting that some adjustments need to be made to a person's role, their working environment or their working day.
- 3.4 We may not be able to tell you about any menopause-related issues that a particular colleague is experiencing. We need you to accept that and respect their privacy.
- 3.5 If you treat a colleague badly (including making unwanted comments or jokes) because of her menopause symptoms, you could be disciplined.
- 3.6 For managers, recognising the symptoms of the menopause is vital to treating an affected employee fairly. It can explain certain behaviours that you might otherwise put down to a bad attitude or poor performance.

4 Helping you through the menopause

- 4.1 If you are going through the menopause and are finding things difficult at work, please don't suffer in silence.
- 4.2 We know that the menopause is a very personal matter, so we will not raise it with you even if we think you are displaying symptoms. We might ask how you are, in general terms. You can then decide whether to talk to us about the menopause or not. We would encourage you to do so because we will want to support you.
- 4.3 We have a four-step procedure that applies to discussions around the menopause and the action we'll take:

Step 1

- 4.4 Speaking with your GP or medical specialist about your menopause-related concerns could be a good place for you to start.
- 4.5 You should also talk to your line manager. You could go straight to your manager instead (4.6 below), if you would feel comfortable doing that.

Step 2

- 4.6 Meet with your manager, you should expect to be able to have a private, friendly, honest and constructive conversation.
- 4.7 We will discuss ideas with you that could make things easier for you. Adjustments will depend on different factors, including the budget we have available, but things you could ask us to consider could include:
- Modifying our uniform, dress code
 - Installing a water cooler
 - Giving you a desk fan
 - Making a room available for rest
 - Allowing you more frequent breaks
 - Making a quiet working space
 - Extending deadlines
 - Agreeing a flexible working arrangement (a change in working hours or homeworking, for example)
 - Altering some aspects of your duties
 - Mindfulness training or counselling for anxiety
- 4.8 Your conversation with your manager will be confidential. He or she will probably need to discuss issues and possible solutions with others including the Parish Clerk and Occupational Health Services. Those people will be subject to duties of confidentiality.
- 4.9 We will work hard to balance your needs with those of your colleagues, however on occasions we may not be able to find a solution that works for everyone.
- 4.10 We will not talk to your colleagues, other than those included in 4.8 above, about the menopause-related difficulties you are having unless you ask us to.
- 4.11 We will keep notes of the things we discuss and will comply with our data protection responsibilities in respect of the information that passes between us.
- 4.12 After your initial meeting with your manager, and periodically after that, we may carry out health and safety risk assessments and/or seek advice from occupational health.

Step 3

- 4.13 Taking account of any specialist advice, we will agree with you the adjustments that we will make.
- 4.14 We will meet with you to make sure that the adjustments are working for you and for us. If any modifications are needed, or if anything new needs to be put in place, we will discuss that with you.

Step 4

- 4.15 We will meet with you on an ongoing basis to check that your symptoms are being managed effectively.

- 4.16 You may find that your symptoms change over time. You should tell us if that happens so that we can look at making further or alternative adjustments. Once your symptoms pass we would expect you to tell us, and we may discuss with you removing the adjustments that had been put in place.
- 4.17 We may need to consult with occupational health at various points to ensure everything is being done that should be done.

5. Some resources

- 5.1 The NHS website has some good, basic information about the menopause: <https://www.nhs.uk/conditions/menopause/>
- 5.2 The British Menopause Society: <https://thebms.org.uk>
- 5.3 Women's Health Concern: <https://www.womens-health-concern.org>

Maternity & Family Friendly Policies

1. Overview

- 1.1 This policy covers the Council's procedures for all types of family-related leave and pay, and it includes details of your statutory rights. This is our most complicated policy, not because we set out to make things complicated, but because the law is very detailed on maternity and family friendly rights. This policy summarises the law, but if there's anything in here which differs from legal requirements, the statutory provisions will always take precedence.
- 1.2 This policy does not form part of your employment contract, and we may update it at any time.
- 1.3 This policy applies to all employees. Self-employed contractors and other workers are not covered.
- 1.4 Most of the rights set out in this policy apply to each pregnancy, not each baby. So (for example) the periods of leave are the same whether you have one baby or twins.
- 1.5 We use abbreviations throughout this policy. They are explained the first time they are used, and for convenience are set out in the glossary at the end.

2. What happens during pregnancy?

- 2.1 To take Statutory Maternity Leave ('**SML**') and be paid Statutory Maternity Pay ('**SMP**'), we need you to give us the following information in writing before the end of your Qualifying Week (the 15th week before the Expected Week of Confinement – see Glossary):
 - Confirmation that you are pregnant;
 - The date of the week — starting on a Sunday — that your baby is due;
 - The date you want your maternity leave to begin; and
 - The date when you will start claiming SMP.
- 2.2 Although you are not obliged to tell us that you are pregnant before the end of your Qualifying Week, we would appreciate it if you could tell us earlier. This gives us more time to plan, and also gives us the chance to think about any health and safety matters that may arise.
- 2.3 We need a form MAT B1 from you as soon as possible. Your midwife will normally give it to you automatically at the first antenatal appointment after your 20-week scan, or you can get a copy from your GP surgery. It must be signed by your doctor or midwife and confirm the date your baby is due.

Antenatal appointments

- 2.4 You are entitled to paid time off for antenatal appointments during working hours. We ask for as much notice as possible, and we may want to see confirmation of your pregnancy and an appointment card for all but the initial appointment.

- 2.5 If you have what is known as a 'qualifying relationship' with a pregnant woman or the unborn child, you are entitled to unpaid time off to accompany her to a maximum of two antenatal appointments. This applies to each pregnancy. A 'qualifying relationship' is one where you are:
- the baby's father;
 - the pregnant woman's spouse; or
 - the pregnant woman's partner.

We expect you to give us as much notice as possible. Legally, you are only entitled to 6.5 hours off work for each appointment (which includes travelling and waiting time), but if you need more time, please discuss it with us. To attend any further appointments, you will need to request time off as holiday or unpaid leave.

You must provide a signed statement showing the date and time of each appointment. It must also confirm that:

- you are eligible under the 'qualifying relationship' criteria;
 - the time off is solely to accompany the woman to her appointment; and
 - a doctor, midwife, or nurse has advised that the woman needs the appointment.
- 2.6 You may be entitled to time off to attend up to two antenatal appointments if you are having a child by surrogate. For guidance, ask your manager.
- 2.7 If you unfortunately suffer a miscarriage before the end of the 24th week of your pregnancy then, according to the statutory provisions, any time off work is treated as sickness absence. We will of course give you the appropriate support. If you suffer a stillbirth after 24 completed weeks of pregnancy, you will receive the SMP and SML to which you otherwise would have been entitled.

3. What happens during maternity leave?

- 3.1 You can decide when you want your maternity leave to begin, as long as it's not earlier than the 11th week before your Expected Week of Confinement ('EWC'), i.e. the week in which you are expected to deliver your baby.
- 3.2 We will write to you within 28 days of you telling us that you are pregnant, to tell you when your maternity leave will end (if you take your full entitlement).
- 3.3 You can change the start date for your maternity leave as long as we have the new date in writing at least 28 days before the earlier of the original or revised date. We will write to you within 28 days of you giving us the new date to tell you when your maternity leave will end (if you take your full entitlement).
- 3.4 You are entitled to 52 weeks' maternity leave, made up of 26 weeks' 'ordinary' maternity leave and 26 weeks' 'additional' maternity leave. (Your rights differ during the additional maternity leave, as set out in this policy). This is your right regardless of how long you have worked for us or how many hours you work.

- 3.5 Your maternity leave may start earlier than the date you wanted if you are off work because of your pregnancy at any time in the four weeks leading up to your EWC. Maternity leave will also start early if your baby is born before your preferred start date.
- 3.6 If you and your spouse or partner are both eligible, you may want to use the Shared Parental Leave ('**ShPL**') scheme so that you have more flexibility around your childcare in the first year after birth (see section 8). However, no woman is allowed to come back to work for the two weeks immediately after her baby is born. This is called 'compulsory maternity leave'.
- 3.7 We may contact you from time to time while you are on maternity leave — for example to discuss arrangements for when you return, possible internal job vacancies, or qualification expiry dates. If you'd prefer us not to contact you, please tell us.
- 3.8 You may also be offered up to 10 days' work while you are on maternity leave at a rate of pay agreed in advance. These are sometimes used for purposes such as keeping a qualification valid, key meetings, corporate training days, appraisals or consultation meetings. You do not have to come to them if you don't want to. Your decision about whether or not to work some or all of them will not affect your right to maternity leave and SMP. These are known as Keeping In Touch days ('**KIT days**').
- 3.9 You will continue to receive benefits due to you under your employment contract while on maternity leave. Except for terms relating to pay, all your normal terms and conditions will apply and you will continue to accrue holiday entitlement. If you are due any holiday before your maternity leave begins, you should try to take it where practical.

4. How much is my maternity pay?

- 4.1 You may be entitled to SMP if you have at least 26 weeks' service with the Council by the end of the Qualifying Week (so, broadly, if you've been with the Council for just over nine months by the time the baby is due). Whether or not you qualify then depends on whether:
- your average weekly earnings are at or above the National Insurance Lower Earnings Limit;
 - you are able to give at least 28 days' notice that you intend taking maternity leave (or as much notice as you can);
 - you are still pregnant, or have already had your baby, 11 weeks before the EWC.

We calculate average weekly earnings during the eight weeks that end with the Qualifying Week.

- 4.2 You will receive SMP for up to 39 weeks. This will be paid at 90% of your average weekly earnings for the first six weeks, and paid at the standard SMP rate for the remaining 33 weeks. The standard rate is set by the government, and you can see the current rates at www.gov.uk/maternity-pay-leave/pay. We will pay SMP at 90% of your average weekly earnings for all of your maternity leave, if your average weekly earnings fall below the standard rate.
- 4.3 We will deduct tax and National Insurance contributions from your SMP in the same way as we do from your regular salary.

5. What happens when I return to work?

- 5.1 If you intend returning to work at the end of your full 52 weeks' maternity leave, there is no need to let us know. However, if you want an earlier return date you must give your manager at least eight weeks' written notice. We may delay your return to work by up to eight weeks — or the end of your maternity leave if that's earlier — if you don't give us at least eight weeks' notice of your revised plans.
- 5.2 You are entitled to take up the same job, on the same terms and conditions you had before going on maternity leave if you return to work immediately after your ordinary maternity leave ends (i.e. at the end of the first six months' maternity leave). Should you instead return after taking additional maternity leave (i.e. in months 7-12), you may be offered a similar job (on no less favourable terms) if it is not reasonably practical for you to resume your previous role.
- 5.3 When you return after maternity leave, you will meet your manager to discuss what has happened in your absence. You will also have the opportunity to talk about other matters, such as breastfeeding, expressing milk during working hours.
- 5.4 Please tell us in writing as soon as possible if you decide not to return at all after maternity leave. You must give notice as required under your employment contract.
- 5.5 Please refer to our Flexible Working Policy if you wish to make a flexible working request. It would be helpful if you could make any request as early as possible to allow us time to consider it properly.
- 5.6 If your job is one that has been identified as posing a risk to your health and safety as a new mother, or because you are breastfeeding, we will notify you and take measures to eliminate all risks. This also applies to women during pregnancy. If you have any concerns about your health and safety, you should speak to your manager.

6. How do I claim paternity leave?

- 6.1 If you qualify for paternity leave (see 6.3 below), you are entitled to a maximum of two weeks' statutory paternity leave. This must be taken after the birth to care for the child and/or support the mother. You can take a single week's paternity leave or two consecutive weeks, but not separate weeks or odd days.
- 6.2 You must take your paternity leave within 56 days of the child's birth. Where the baby is born early, paternity leave must be taken within 56 days of the date the baby was due.
- 6.3 To qualify, you must have worked for us for at least 26 weeks by the end of the 15th week before the EWC. You must also:
 - be the biological father and have the main responsibility with the mother for the child's upbringing; or
 - be the mother's partner and expect to have the main responsibility with the mother for the child's upbringing; or
 - be the biological father and have some responsibility for the child's upbringing.
- 6.4 You must tell us in writing by the end of the Qualifying week (or as soon as possible):

- the EWC;
- whether you would like to take one or two weeks' paternity leave; and
- when you would like it to start. You can change this date by giving us 28 days' notice (or as much as you can).

6.5 While you are on paternity leave, all the terms and conditions not relating to pay in your employment contract will apply. When you return, you have the right to the same job with the same terms and conditions as you had before your paternity leave began.

7. How much is my paternity pay?

7.1 Your Statutory Paternity Pay is the lower of a fixed weekly rate set by the government or 90% of your average weekly earnings. Tax and National Insurance contributions are deducted in the usual way.

8. How do I qualify for Shared Parental Leave?

8.1 If you want more flexibility in the first year after your baby is born, you and your partner may want to consider Shared Parental Leave instead of just taking maternity and paternity leave. Provided that you are both eligible, ShPL allows you to split the available leave between you, so that you can be off work at the same time or consecutively.

8.2 There is a total of 52 weeks of ShPL available, less any weeks the mother has either been on maternity leave (including the compulsory period) or receiving SMP or Maternity Allowance ('MA') if she is not entitled to maternity leave. ShPL is additional to paternity leave.

8.3 You or your partner may be eligible for ShPL if:

- you are the mother and share the main childcare responsibility with the child's father or your partner; or
- you are the father and share the main childcare responsibility with the child's mother; or
- you are the mother's partner and share the main childcare responsibility with the mother in place of the father; and
- you have worked for us for at least 26 continuous weeks by the end of the Qualifying Week and you will still be employed by us before you take ShPL; and
- the other parent has worked at least 26 of the 66 weeks before the EWC — this can be as an employee or self-employed — and had weekly earnings averaging at least £30 during 13 of the weeks; and
- you and the other parent fulfil the notice and other requirements detailed below.

8.4 The child's mother cannot start ShPL until the end of the compulsory maternity leave period. This is usually two weeks after birth.

8.5 The child's father, or the mother's partner, may consider using their two weeks' paternity leave before starting ShPL as once ShPL starts, any paternity leave not already taken is lost.

9. What paperwork is needed to claim Shared Parental Leave?

9.1 You must tell us in writing at least eight weeks before you intend your ShPL to begin that you want to opt in to the ShPL scheme. We will also need to know:

- your name and the other parent's name;
- the start and end dates of the mother's maternity leave (or the SMP or MA start and end dates if she is not eligible for maternity leave);
- how many weeks of ShPL is available — that is, 52 weeks less maternity leave, SMP or MA already taken by the mother or due to be taken;
- how many weeks ShPL you will take and how many the other parent will take — you can change this by telling us in writing and you do not have to take your full allowance;
- the total Statutory Shared Parental Pay ('ShPP') available — that is, 39 weeks less the number of weeks of SMP or MA already taken or due to be taken;
- how many weeks of the ShPP available is to be allocated to you and how many to the other parent — you can change this by writing to us, and you do not need to use all your allocation;
- the pattern of leave you want to take, with start and end dates for each block of leave — although this is not binding, it will help us if you give us as much information as possible; and
- that you and the other parent are both eligible to claim ShPL and ShPP — we will need signed declarations from both of you.

9.2 If you are the child's mother, you must give us at least eight weeks' notice in writing ending your maternity leave. We need this curtailment notice at the same time as you supply the ShPL opt-in notice and you cannot take ShPL unless we have it. In the notice, you must tell us the date your maternity leave will end, which must be at least two weeks after the baby is born.

9.3 If your partner is the one taking ShPL, we need a written declaration that their employer has received an opt-in notice and all the necessary declarations have been made. They may be able to take ShPL from their employer before your maternity leave ends, but only if we have received your curtailment notice.

9.4 Curtailment notices are binding and can only be revoked if your maternity leave has yet to finish and you meet one of these conditions:

- you find out that neither you nor the other parent is eligible for ShPL or ShPP — in this case you can revoke the curtailment notice by writing to us any time up to eight weeks after it was given; or
- the curtailment notice was issued before the birth and you are revoking it in writing during the six weeks after the birth; or
- the child's other parent has died.

9.5 You cannot opt back into the ShPL scheme after you revoke a curtailment notice except if the notice was given to us before the birth and it is revoked in writing during the six weeks following the birth.

9.6 If the mother is still on maternity leave or claiming SMP or MA, you as the partner will be unable to start ShPL until she:

- has returned to work; or
- has given a curtailment notice to her employer to finish her maternity leave; or
- has given a curtailment notice to her employer to finish her SMP; or
- has given the benefits office a curtailment notice ending her MA.

9.7 We may also ask you to provide the following:

- A copy of your child's birth certificate or a signed declaration of the date and place of birth if you have yet to get the certificate; and
- Contact details for the other parent's employer, or a declaration that they do not have an employer.

10. How do I organise Shared Parental Leave?

10.1 Once you have opted into the ShPL scheme, you need to give us a 'period of leave' notice to book your time off. You can give us this at the same time as your opt-in notice or at any other time, as long as it is at least eight weeks before the first period of ShPL begins.

10.2 On the 'period of leave' notice you can either give us specific dates or the number of days after the birth that you want ShPL to start and finish. You may prefer the second option if the father plans taking paternity leave as soon as the baby is born and wants ShPL to run on from it. You must take ShPL in blocks of at least one week at a time.

10.3 You are automatically entitled to take a single continuous block of ShPL (but we will consider any request for separate blocks of ShPL as detailed in the following paragraphs).

10.4 You may lodge up to three 'period of leave' notices, which may allow you to take up to three separate ShPL blocks with periods at work in between. If you later reschedule or cancel one of the blocks, it nevertheless counts towards your three notices.

10.5 To make it easier for us to consider allowing you to take ShPL in more than one block, you should discuss your requirements with your manager as early as possible before you submit your formal 'period of leave' notice.

10.6 If you want separate blocks of ShPL, you must give us details of the pattern you want to follow in your 'period of leave' notice. Once we have received this, we will either agree immediately or we will start a discussion period with you which will last for two weeks. If we reach agreement, we will confirm this in writing before the end of the two-week period. If we fail to agree, you can take all the ShPL you asked for in one continuous block, beginning on the start date you gave us in your notice. For example, if you asked for three separate three-week periods, you can combine them into one continuous 9-week leave period.

10.7 The other way we can approach this is if you agree to the following:

- Choosing a new start date and telling us what it is within five days of the two-week discussion period ending. The new date has to be at least eight weeks after the start date of the first of the blocks you asked for; or
- Withdrawing the notice and informing us within two days of the two-week discussion period ending. This will not be counted as a 'period of leave' notice and you are free to submit a fresh one.

10.8 If you need to cancel a period of ShPL, you must tell us in writing at least eight weeks ahead of the relevant block start date.

- 10.9 If you want to change a start date, you must put your request in writing at least eight weeks before whichever is the earlier of the original and new start dates. Similarly, you can change the end date if you inform us at least eight weeks before whichever is the earlier of the original or new end dates.
- 10.10 If you want to combine blocks of ShPL into one continuous period, you will need to give us the new start or end date, whichever is relevant.
- 10.11 If you want to split a continuous period of ShPL into two or more periods separated by periods at work, you will need to tell us the new start or end date. We may not be able to agree, but are prepared to approach your request as if you had asked for separate blocks of ShPL in the first place.
- 10.12 If you submit a notice to change or cancel a block of leave, we will count this as one of your three 'period of leave' notices. There are three exceptions to this rule, which are:
- if the change is because your baby was born earlier or later than the EWC;
 - if you cancel a request for separate blocks of leave within two days of the two-week discussion period ending; or
 - we ask you to make the change.

11. What happens during Shared Parental Leave?

- 11.1 If your baby is born before the beginning of the EWC, we may allow you to start ShPL during the eight weeks following birth despite you being unable to give us eight weeks' notice. To enable us to do so, we need to apply the following rules:
- If your 'period of leave' notice gave us a set date within the eight weeks following the EWC for your ShPL to start, you can move the date forward by the same number of days as long as you write to tell us as soon as possible;
 - If you want to take ShPL in the eight weeks following birth and your baby arrives early, you will need to give us your opt-in notice and 'period of leave' notice as soon as possible.
- 11.2 If you had a start date of a set number of days — rather than a set date — after the birth in your 'period of leave' notice, you do not need to do anything.
- 11.3 You will continue to receive benefits due to you under your employment contract. Except for terms relating to pay, all your normal terms and conditions will apply and you will continue to accrue holiday entitlement.
- 11.4 If you are due any holiday, you should discuss with your manager when to take this before starting ShPL, and if you are the mother you should try to take any holiday due to you before your maternity leave begins.
- 11.5 We may need to contact you from time to time while you are on ShPL leave — for example to discuss arrangements for when you return.
- 11.6 You may also be asked to work during ShPL for up to 20 days. These are known as **SPLIT** (Shared Parental Leave In Touch) days. This includes training and — if you are a woman — is in addition to the 10 Keeping In Touch days you have the option to work during your maternity

leave. You are not obliged to work any of these days, but if you do, you will be paid at a rate agreed with your manager. This also applies if you ask to work any of the 20 days.

12. What happens when I return to work?

- 12.1 You must give us eight weeks' notice in writing if you want to end a ShPL period early and provide the new return-to-work date. You will be unable to end your ShPL early without our agreement if you have already used your three 'period of leave' notices.
- 12.2 If you have unused ShPL entitlement and want to extend your leave, you must tell us in writing by submitting a 'period of leave' notice at least eight weeks before the date you had intended returning to work. You will be unable to extend your ShPL without our agreement if you have already used your three 'period of leave' notices. Instead you may be able to take annual leave or ordinary parental leave.
- 12.3 You are entitled to take up the same job with the same employment terms you had before going on ShPL. However, in certain circumstances it may not be reasonably practical for you to resume your previous role and we may place you in another appropriate post with no less favourable terms and conditions. This will only apply if:
- your ShPL plus any maternity or paternity leave taken amounts to more than 26 weeks, irrespective of whether or not it was taken consecutively; or
 - your ShPL was taken consecutively, before or after more than four weeks of ordinary parental leave.

13. Can I claim statutory Shared Parental Pay?

- 13.1 If you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week, you may be able to claim Statutory Shared Parental Pay for up to 39 weeks. We will pay this at the rate set annually by the government, less any SMP or MA already claimed by either you or your partner. Your average earnings must be not less than the lower earnings limit set each tax year for you to qualify.
- 13.2 When you give us your 'period of leave' notice (or notices), you must notify us that you intend to claim ShPP while you are on ShPL. You can also write to us at least eight weeks before the date you want us to start paying your ShPP if you have not already told us in a 'period of leave' notice.

14. What is Ordinary Parental Leave?

- 14.1 Ordinary Parental Leave can be taken at any time until a child's 18th birthday and comprises 18 weeks' unpaid leave per child.
- 14.2 If you have responsibility for a child, you are entitled to take parental leave. Those eligible include the registered father and anyone else with formal parental responsibility for the child.
- 14.3 You must have worked for us for at least a year before you can take parental leave, already have — or expect to have — responsibility for a child, and intend using the leave only to care for the child or otherwise spend time with him or her.

- 14.4 You can take up to four weeks of ordinary parental leave per child, per year, in blocks of a single week or more. You cannot take less than a week at a time, unless the child is disabled.
- 14.5 You need to give your manager 21 days' notice that you intend to take parental leave. We will always try to accommodate your request but may have to rearrange your dates if your absence would disrupt our business by, for example, leaving us short-staffed. If your leave has to be postponed, we will tell you why in writing within seven days of your request and provide you with new start and end dates.
- 14.6 We are unable to postpone Ordinary Parental Leave if you have asked us for it to start immediately after a child's birth or adoption. We are also unable to postpone parental leave beyond six months or beyond the child's 18th birthday.
- 14.7 Your employment contract and all its terms and conditions remain in force throughout Ordinary Parental Leave, other than the fact that it is unpaid. Your holiday entitlement continues to accrue in the normal way.

15. What happens if I am adopting a child?

- 15.1 You are entitled to time off to attend an adoption appointment. This is an appointment arranged by an adoption agency, usually for you to get to know the child who will be placed with you, but sometimes for other reasons related to the adoption.
- 15.2 If more than one child is being placed with you at the same time, we treat this as one adoption and will not give you time off to attend additional appointments. Time off for this type of appointment must be taken before any child is placed with you.
- 15.3 You may attend up to five appointments per adoption, on paid time off if you are adopting on your own or will be the primary adopter. You may attend up to two appointments, on unpaid leave, if you are the secondary adopter.
- 15.4 You are entitled to take up to 6.5 hours for each appointment. This includes travelling and waiting time. We will need a signed statement with details of the time and date of the appointment as well as confirmation that:
- the adoption agency has arranged or requested the appointment;
 - you are either adopting the child on your own or jointly with someone else; and
 - you are electing to take either paid or unpaid time off work if you are adopting jointly.
- 15.5 It may be necessary to ask you to rearrange an appointment, and we reserve the right to refuse a request for a particular day or time in exceptional circumstances. We will however never do this without good reason.

16. Can I claim adoption leave and pay?

- 16.1 We have similar arrangements in place for adoption as we do for maternity leave and pay. You should ask your manager for full details.
- 16.2 You may be entitled to adoption leave if you are having a baby by a surrogate mother. Your manager will be able to explain the process.

16.3 You may also be eligible for ShPL and ShPP if you are adopting or having a child by a surrogate mother. Again, ask your manager for more information.

17. Can I claim bereavement leave?

17.1 We offer two weeks' paid bereavement leave for any parent who loses a child aged under 18; this includes a stillbirth after 24 weeks of pregnancy. We will be flexible about how you take this leave (for example, you might want to take it in one block, or as two separate weeks).

17.2 If you suffer the death of any other close relative, your entitlement is detailed in your contract of employment.

17.3 We understand you won't be any position to have any detailed discussion with us if somebody close to you dies, but please tell your line manager what has happened (an email is fine).

18. Glossary

- **EWC** — Expected Week of Confinement, or the week in which a pregnant woman is due to deliver
- **Qualifying week** — the 15th week before the EWC
- **MA** — Maternity Allowance
- **SMP** — Statutory Maternity Pay, the legal minimum women are entitled to receive while on maternity leave
- **KIT** — Keeping In Touch days
- **ShPL** — Shared Parental Leave, the scheme under which a mother can share leave with somebody else (usually the father) by opting out of the statutory maternity leave scheme
- **ShPP** — Statutory Shared Parental Pay, a payment similar to SMP but paid to the mother and her partner while they are on ShPL.
- **SPLIT** — Shared Parental Leave in touch. The equivalent of KITs, in the ShPL context.

Social Media Policy

1. Overview

- 1.1 This policy explains your responsibilities when you use social media, on Council premises, while working for or representing us, or in your own time.
- 1.2 This policy applies to all employees and anyone else working for us.
- 1.3 If you are an employee, this policy does not form part of your employment contract and we may update it at any time.
- 1.4 If you breach this policy you may face disciplinary action. We may require you to remove any social media content that breaches this policy and may invoke our Disciplinary Policy if you don't do so. You could also face legal proceedings if comments you post about the Council or named individuals are found to have harmed our or their reputation.

2. What is social media?

- 2.1 Social media is always developing. It includes websites and applications that allow users to create and share content and/or take part in online networking. The most popular sites include the following (but this policy covers all social media, not just those listed below):

- Facebook
- Twitter
- LinkedIn
- YouTube
- Instagram
- Snapchat
- WhatsApp
- TikTok
- Pinterest
- Flickr
- Tumblr
- Reddit

- 2.2 This policy also covers personal blogs, any posts you might make on other people's blogs, any podcasts you create or contribute to, and all online forums and noticeboards.

3. Using social media at work

- 3.1 You must not use Council IT resources to access social media unless you need to do so as part of your job. You also must not use your own IT equipment — your personal phone, for example — to access social media during working hours.
- 3.2 You must not post personal content on any Council social media account you are authorised to use, or any account you set up for the purpose of helping you fulfil your employment duties. These accounts belong to us, and your access will be stopped if you abuse this policy in any way. If you leave the Council your access will also be stopped and we will ask for your

usernames and passwords. We may also ask for them at any other time and in either case you must supply them straightaway.

4. Your responsibilities when using social media

- 4.1 Always identify yourself, and if the context makes it desirable, make it clear your opinions are your own and you are not speaking on the Council's behalf. You might consider doing this in a disclaimer. Use a personal email address, not your Council email address, and do not create a social media account that could be mistaken for a corporate account we have set up, or could set up.
- 4.2 It is your duty to protect the Council's interests and you must not publish anything that could directly or indirectly damage these or compromise our reputation. You must never speak on the Council's behalf on social media unless authorised to do so and you must always make sure anything you do post is accurate, appropriate and lawful. Always get your colleagues' permission before posting images of them or any of their personal details.
- 4.3 You must take personal responsibility for your social media content. If you can be identified as working for the Council, you must make sure your profiles, and anything you post, fit with how we expect you to present yourself to Council associates and colleagues. Be mindful that even if you do not name us as your employer, people who know you and where you work may still make an association with the Council. If you are in any doubt about what is and is not acceptable, please talk to your manager.
- 4.4 You must always show respect to others when using social media. You must never criticise the Council, our clients, suppliers, business associates, your colleagues or anybody else you come into contact with professionally. Our other policies — in particular our Bullying & Harassment and Equal Opportunities Policy — give guidance on the type of behaviour we consider unacceptable in the workplace, and we expect you to maintain the same high standards when using social media.

Specifically, we will not tolerate any of the following:

- Abusive or threatening language or images;
 - Sexually explicit language or images;
 - Unlawful or disrespectful comments;
 - Trolling (starting or pursuing arguments in an online community with the intention of disrupting normal discussions within that community);
 - False or misleading statements;
 - Impersonating your colleagues or third parties; or
 - Inciting somebody to commit a crime.
- 4.5 You must respect Council confidentiality at all times and not use social media to comment on sensitive business matters, including — but not restricted to — the following:
- Our intellectual property;
 - Our trade secrets;
 - Our current or future trading performance;
 - Any information intended for internal use only;
 - Anything to do with our customers, clients or suppliers; or
 - Anything else that is not already in the public domain.

You must never use our logo, trademark, or other corporate artwork in anything you post or as part of any of your social media profiles.

- 4.6 Always be aware of the public nature of social media. Even content posted on a restricted forum can quickly be shared across other social media, and you must assume that anything you publish anywhere will sooner or later reach the public domain. When you share content posted by others, remember that you may be seen as giving tacit approval to opinions that could bring the Council into disrepute.
- 4.7 You must never air on social media grievances about the Council or any of our activities. You should use our internal process if you want to make a complaint, raising it first with your manager. If the issue remains unresolved, you must then follow our Grievance Policy. You may also want to consider our Whistleblowing Policy.

5. Other social media guidance

- 5.1 Always respect copyright and other intellectual property rights, and always check whether or not a third party's content is protected before you reuse or re-post it.
- 5.2 You are not allowed to add the details of business contacts you make through work to any of your personal social media accounts.
- 5.3 The contact details of any business contacts you make while working for the Council belong to us and must remain confidential. When you leave the Council, you must give us this data and delete any copies you have, including any you have added to your social media accounts.
- 5.4 You should contact your manager if you find anything posted to a social media site that breaches this policy or otherwise brings the Council into disrepute.

Bullying & Harassment Policy

1. Overview

- 1.1 This policy applies to all employees, apprentices, consultants, officers, contractors, interns, volunteers, job applicants, agency and casual workers. If you are an employee, this policy does not form part of your employment contract and we may update it at any time.
- 1.2 You should read this policy in conjunction with our Equal Opportunities Policy and Grievance Policy.
- 1.3 We want to provide a working environment free from harassment, bullying and intimidation. This policy applies in the following contexts:
- Anywhere on the Council's premises;
 - Anywhere off the Council's premises, during work-related social events, business events or business trips;
 - Online on Council email, intranet and internet systems.
- 1.4 Taking part in any of the following behaviour will lead to action under our Disciplinary Policy, and potentially dismissal for misconduct or gross misconduct:
- Harassing or bullying anyone else (see paragraphs 2 and 3 below);
 - Threatening anyone who raises a harassment or bullying complaint;
 - Retaliating against anyone who raises a harassment or bullying complaint;
 - Making allegations maliciously or in bad faith; and/or
 - Giving false or intentionally misleading information during any investigation.
- 1.5 We have a duty to protect all employees, workers and job applicants. That means that if you change your mind after having raised a complaint of harassment or bullying (even where you complained informally or in confidence), we may choose to investigate anyway. We will always talk to you about that first and take your views into account.
- 1.6 If you complain about harassment or bullying, you should not be victimised as a result. If you believe that has happened to you, you must tell your manager as soon as possible.
- 1.7 If you are concerned about the way a colleague is being treated, the best approach may be for you to challenge the behaviour – but do not do so if you are anxious about your own safety. If you do not want to challenge the behaviour yourself, or you have tried doing so but it has not worked, you should speak to your manager for further guidance.

2. What is harassment?

- 2.1 Harassment is where a person is subject to uninvited conduct that — as an intended or unintended consequence — violates their dignity, in connection with a protected characteristic. Our Equal Opportunities Policy defines 'protected characteristic'. Harassment could be carried out by a colleague or by a third party such as a client or customer.

- 2.2 We also define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name calling, lewd comments, excluding colleagues, making insensitive jokes, and displaying pornographic material are all examples of harassment.
- 2.3 Physical, verbal and non-verbal conduct can all amount to harassment. So can things you say or do online, especially on social media.
- 2.4 This policy covers isolated or ongoing incidents of offensive behaviour. When someone treats another person less favourably because they either submit to such behaviour or refuse to do so, we also see that as harassment.
- 2.5 The impact on the victim is very important. A person's behaviour can amount to bullying or harassment even if they had no idea it would be perceived that way.

3. What is bullying?

- 3.1 Bullying is any behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable or otherwise upset. It does not need to be connected to a protected characteristic.
- 3.2 As with harassment, physical, verbal and non-verbal conduct can all amount to bullying. It can take various forms, from extreme behaviour involving violence and intimidation, through to subtle actions such as deliberate exclusion - 'sending someone to Coventry', for example. It can also take place online (cyberbullying).
- 3.3 Constructive and fair feedback about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management routine, and should not be interpreted as anything different.

4. How we deal with harassment and bullying

- 4.1 Many issues can be resolved informally. Before you use this formal procedure, it's sometimes a good idea to speak with the person you feel is harassing or bullying you and explain that their behaviour is unwelcome, inappropriate, or it upsets you. Surprisingly often, people think of their behaviour as 'banter' and have no idea that it is upsetting or unacceptable.
- 4.2 Sometimes it is difficult to speak with the perpetrator directly. If that's the case, you should talk to your manager informally and in confidence. If the issue is with your manager — or there's another reason you would prefer not to discuss it with them — you should instead speak to their line manager.
- 4.3 It's not always possible to resolve issues informally. If you find yourself in that situation, you should follow our Grievance Policy. We will treat your complaint in confidence, as far as is possible, and if we find that you have been the victim of harassment or bullying, we will take steps to stop it continuing or recurring. If we think it necessary, we may separate you from the person you are complaining about while we investigate. If that involves moving you on a temporary basis, or even asking you to stay at home during the investigation, it is not a pre-judgment of your complaint. It is simply us trying to stop things getting worse during the investigation.

4.4 If we decide that your complaint is not upheld, we will explain why. Either way, we will look at ways of addressing your relationship with the person you accused. We may, for example, change your work pattern or theirs, or suggest counselling or mediation.

5. Protecting confidentiality

5.1 Harassment and bullying allegations can raise strong feelings and are always serious. This is why both the Council and the person making the allegation have an obligation to maintain confidentiality as far as possible. This applies at every stage, including the investigation and the outcome.

5.2 If you make a harassment or bullying complaint and don't maintain proper confidentiality at any time during the process, or you are interviewed in connection with someone else's complaint and likewise fail to maintain confidentiality, you may face action under our disciplinary procedure. This could lead to dismissal for misconduct or even gross misconduct.

5.3 Sometimes, we may decide it is inappropriate to discuss the outcome of an investigation with you. We recognise that will leave you feeling dissatisfied, and would only do so if there was a good reason not to keep you informed.

Performance Improvement Policy

1. Overview

- 1.1 During your employment we may think that you are not carrying out your duties as well as we need you to. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you don't keep up with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work. We will deal with any poor performance issues under this policy.
- 1.2 This policy does not form part of your employment contract, and we may update it at any time.
- 1.3 This policy applies to all employees. It does not apply to self-employed contractors, workers, and agency workers.
- 1.4 This policy does not apply to sickness absence see our Absence Management policy for that. It does not apply to misconduct issues either, see our Disciplinary policy for that. Sometimes, the circumstances may mean that we need to follow more than one policy at the same time, or switch to using a different policy. For example, if after investigation we decide that the issues are not actually performance, but are misconduct. If that happens, steps taken under this policy will be regarded as taken under the other policy (i.e. we won't do the same things twice unless there's a compelling reason to do so).

2. Informal Discussions and Formal Investigation

- 2.1 If we have concerns about your performance, we will normally work with you informally to help improve it first. This may include on the job training (showing you how we want things done), sending you on an external course, and monitoring your performance.
- 2.2 We understand that it is difficult to have discussions about performance improvement. We aim to deal with any performance issues sensitively, constructively and where possible, in confidence. It is however, important for our business that our employees perform to a satisfactory standard.
- 2.3 Before taking formal action, we will normally (but not always) carry out an investigation. The nature of this will vary, but it might include looking at your performance review records and 1-2-1 meeting reviews, some of your work, and other relevant documents. It will usually also involve speaking to you and your manager.

3. Your right to be accompanied

- 3.1 You are entitled to be accompanied by a colleague or trade union representative at any meeting called under this policy where you face a formal warning, or dismissal, as a result of that meeting. This right does not extend to any investigation meetings that lead up to a formal performance improvement meeting.
- 3.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work would cause operational problems.

3.3 Your colleague or union representative can, if you'd like them to, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you, or try to prevent us asking questions or outlining our points.

4. How we carry out formal performance improvement meetings

4.1 If we decide after investigation to take formal action over your performance, or need to take further action following a review period, we will write to you to tell you:

- when and where your performance improvement meeting will take place;
- the details of the concerns we have with your performance; and
- the possible consequences.

We will usually include copies of any relevant documents.

4.2 You are entitled to bring a companion with you to the performance improvement meeting - see paragraph 3 above for details of what they can and cannot do.

4.3 You must let us know as soon as possible if you want to bring your own witnesses to the meeting and/or you have documents or other evidence you want to present.

4.4 It is your responsibility to attend the meeting but, if you cannot, we will normally reschedule it, provided we are satisfied with your explanation for why you cannot attend. We may have to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling.

4.5 We may record the meeting, but we will not do so without telling you. A copy will be shared with you afterwards for personal use only.

4.6 We will go through all the details at the meeting so that you fully understand our concerns with your performance and the standards of performance we need you to meet.

4.7 We would like to understand any reasons for your poor performance. If you consider that a medical condition or personal issues are affecting your performance, please tell us so that we can take medical advice where necessary and consider any reasonable adjustments.

4.8 We will give you the time you need to respond to the concerns raised and to put your own case. We will also give you the chance to question us, to present your own evidence, to call your own witnesses, and to respond to evidence that any of the Council's witnesses put forward. If there are any questions you want us to ask anybody else, please tell us and (unless there is a good reason not to) we will make sure they are asked.

4.9 We will discuss with you the targets for improvement that we need you to meet and the timescale for that improvement. We will also let you know of any support we will provide (such as training or supervision) to help you.

4.10 If we decide at any point during the process that no further action will be taken, we will tell you.

5. Performance improvement notice

- 5.1 Assuming further improvement is needed, we will send you a performance improvement notice following the performance improvement meeting. We try to do this within two weeks of the meeting. It will include:
- a description of the performance you need to improve;
 - your targets and timescales for improvement;
 - the monitoring we will do, and training, supervision or other help we will provide;
 - the date when we will review your performance; and
 - the possible consequences of a failure to improve during the relevant timescale, or of additional poor performance in other areas.
- 5.2 If your performance problem stems from insufficient skills, any performance improvement notice may include a plan for training, mentoring or other development activities to help you develop and apply the skills necessary to perform at the required standard. For these purposes 'skills' will include all the technical skills, soft skills (such as interpersonal and communication) and other characteristics you are required to demonstrate in your job to be effective at the required standard.
- 5.3 Each performance improvement notice will normally stay on your work record for six months from the date you are notified of it, unless you already have an active notice relating to poor performance. But sometimes we will keep them active for longer, particularly if we think there is a pattern developing of you improving performance while on an improvement notice, and then your performance deteriorating when the notice ends.
- 5.4 Each notice issued relates to the stage of the performance improvement meeting you have had. For example, if you have had your first performance improvement meeting, then you will be issued with a first performance improvement notice. If you have had your final performance improvement meeting, you will be issued with a final performance improvement notice. We may vary these steps if, for example, we have agreed to extend a review period.

6. Performance improvement stages

- 6.1 There are usually two stages of our policy for dealing with cases of poor performance, before we consider dismissal for capability:
- First performance improvement meeting, followed by a first performance improvement notice; and
 - Final performance improvement meeting, followed by a final performance improvement notice.

That may vary, depending on the circumstances.

- 6.2 We will monitor your performance at each stage of the process and assess it at the end of the review period. If your performance has improved to a satisfactory standard, no further action will be taken. If substantial improvement has been made, but it still falls short of the required standard, then the review period may be extended. If your performance has not improved to a satisfactory level, then you will be invited to another performance improvement meeting at the next stage of this policy. If during the review period it is apparent that you will be unable

to reach the targets set for you at the end of the review period, then we may move to the next stage even if the review period hasn't been completed.

- 6.3 If your poor performance is serious and the facts warrant it, we may skip a stage of the procedure. For example, for serious poor performance we may move straight to a final performance improvement meeting. If you are grossly negligent, such that we could dismiss you without any written warnings, we may move straight to the meeting in paragraph 7 below to consider your dismissal. If your poor performance is more to do with refusing to work to acceptable standards (rather than difficulties doing it), we may use our Disciplinary Policy.

7. Dismissal for poor performance

- 7.1 If there is an active final performance improvement notice in place and your performance has not improved to the required standard during the review period, or your performance has been grossly negligent, you may be invited to a meeting (paragraphs 3 and 4 above) at which you could be dismissed for capability.
- 7.2 Before dismissing you, we will consider whether you are likely to improve significantly within a reasonable time. We may also explore other actions short of dismissal. These may include moving you to a different role, demoting you, and/or extending your final performance improvement review period. If we demote you, your pay and/or benefits may be reduced accordingly.
- 7.3 Our decision following this meeting will be sent to you in writing. We try to do this within two weeks of the meeting.

8. Your right to appeal

- 8.1 You may appeal against any performance improvement notice given to you, or your dismissal, or other formal action taken under this policy, such as redeployment or demotion. To do this, write to us within a week of being sent the notice or letter, explaining exactly why you are appealing.
- 8.2 We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 3 above.
- 8.3 Our final decision will be sent to you in writing. We try to do this within two weeks of the appeal meeting. You do not have any further right to appeal against that particular decision or stage of the process.

Absence Management Policy

1. Overview

- 1.1 This policy covers the procedure for reporting and managing absences and sick pay.
- 1.2 This policy does not form part of your employment contract and we may update it at any time.
- 1.3 This policy applies to all employees. It does not apply to self-employed contractors.
- 1.4 If you are arranging a medical appointment, please do your best to arrange it outside working hours. If it is likely to involve taking most of the day off, please try to use a day's holiday. (referring to our Holiday Policy).

2. If you know you will be absent

- 2.1 You should tell your manager as soon as possible if you know you need time off work — for example, for a medical appointment — and get their permission. We will not normally pay you. If unpaid, you do have the right to ask us to treat this type of time off as paid holiday, and you should proceed as set out in our Holiday Policy/Procedure.
- 2.2 You should tell your manager face-to-face or by telephone. Unless there is a good reason, text or email notifications are not acceptable.

3. If you are sick or injured

- 3.1 If you are sick or have suffered an injury, you should let your manager know as soon as possible that you will be absent, and no later than 8:30am on the day of absence.
- 3.2 You must speak to your manager yourself unless you are medically unfit to do so, in which case you can ask somebody else to make contact for you. You must contact the Clerk (or if you are the Clerk you must contact the Chair) directly, if you're unable to attend due to sickness.
- 3.3 You should contact the Clerk or Chair on each subsequent day you are off work, unless you have a doctor's certificate, or you have agreed a different process with your manager.
- 3.4 Always contact your manager by telephone, email or text.
- 3.5 While you are off work, your manager may contact you to ask for updates, or to ask work questions where s/he cannot get the information any other way (although s/he will not contact you for work issues, if you have said you do not want to be contacted, unless it is particularly important).

4. Evidence of sickness or injury

- 4.1 You must complete a sickness absence self-certification form when you return to work if you are sick for less than eight calendar days.

4.2 You must give us a GP's Statement of Fitness to Work stating that you are unfit for work — and the reason why — if you are off work for more than seven calendar days. We will need further certificates if you are still absent after the first and any subsequent certificates have expired. We will also require a self-certification form from you for the first seven calendar days you are off work.

5. Payment for sickness or injury

5.1 Statutory Sick Pay (SSP) is paid instead of your salary. It starts on the fourth day you are off work (the first three days are unpaid) and can be paid for up to 28 weeks. If you are entitled to SSP, it will be taxed and National Insurance contributions will be deducted. The amount of SSP is set by the government.

5.2 If you do not give us a medical practitioner's Statement for Fitness to Work certificate after seven calendar days' sickness, you may lose your right to sick pay.

5.3 Pension contributions usually made by you and by the Council will (subject to the scheme's rules) continue while you are receiving SSP.

6. Returning to work

6.1 If you receive a doctor's certificate saying you may be fit to return to work you must tell your manager this straight away and provide us with a copy.

6.2 We may ask you to come to a return-to-work interview after you have been off work due to sickness or injury. At the interview, we will discuss why you were off work, check you are fit to return and consider any advice from your doctor.

6.3 Occasionally people say they are fit to return to work and we do not agree. If we do not think you are fit to return to work, even when you tell us you are, we might obtain our own medical evidence.

7. If you are off work long-term, or persistently absent

7.1 We may have to take formal steps if you are off work sick long-term, or we are concerned about the number of days you take off for sickness or injury. We recognise that long-term, fluctuating health conditions can cause intermittent absence and we will always take account of your situation and support you as much as we can.

7.2 How we respond to absence depends on why you are off work and the pattern of your absences. We may want to talk informally with you, and we may get medical evidence so that we can better understand your situation. We may want formal meetings to review your absence in more detail and to explore whether we need to make reasonable adjustments to help you either return to work, or to work for longer periods.

7.3 If we want medical evidence, we will usually ask you to be examined by an occupational health expert, or another specialist of our choice. We will pay for this and all reports will be kept confidential. We will ask for your consent for us to have full access to medical reports and to discuss the contents with the relevant medical practitioner. You do not have to consent, but if you don't we will make decisions based on existing medical and other information. We will

consider making reasonable adjustments to your role and/or workspace if you are found to have a disability.

- 7.4 We understand that this process is difficult and upsetting if you suffer from a serious health condition, and you might feel as if you are being pressured into returning to work before you are ready. We do not want to make you feel that way and we want to treat you fairly. But no business can continue employing people indefinitely if they are not able to work. We aim to keep you fully informed of our thought processes and the potential consequences of continued absence – and, sadly, one consequence could be dismissal.

The procedure

- 7.5 We will write to you before we hold a formal meeting and explain when, where, and why it is taking place. You must let us know as soon as possible if you can't attend and we will try to find an acceptable alternative date. If it helps you to attend the meeting, we will consider using a venue closer to your home or conducting the meeting through some other means.
- 7.6 At the first meeting, we will want to discuss why you are off work, how long you expect to remain off work, and whether you are likely to be off work for the same reason in the future. We may need to get medical evidence, review existing reports, and explore whether there is anything the Council can do to help improve your health and/or make it easier for you to attend work. If you have been off work long-term, we may suggest you take part in a return-to-work programme. If you are persistently absent, we may set you targets to improve your attendance against a deadline.
- 7.7 We may ask you to attend a second meeting to follow up on the things we discussed at the first. In particular, if you have not been able to return to work or have not met the attendance targets set at the first meeting, we will want to talk with you about the likelihood of things improving. It will be important for us, and for you, to try to understand for how long your absence or pattern of absences is likely to continue, and whether there is anything else we might be able to do to help. As part of that, we may need to review the medical evidence, commission new medical evidence, and seek specific advice from an occupational health specialist and/or other medical professional. We will set a timescale for re-assessing your situation, which could (but will not necessarily) mean that we decide to schedule additional meetings before implementing paragraph 8.8 below. We may warn you that your employment could be brought to an end if your attendance does not improve.
- 7.8 If you are unable to return to work, or you fail to meet the deadline(s) set for improved attendance, we will ask you to attend another meeting. If it seems to us that you are either unlikely to return to work, or your attendance will not improve in the short term, we may decide to issue you with notice of dismissal. Before doing so, we will explore redeploying you elsewhere within the Council (if there are any suitable roles available) and we will consider any other issues you want to discuss.
- 7.9 You may face action under the Council's disciplinary procedure if we conclude that you are not off work for a medical condition and you are unable to offer any other satisfactory explanation and/or have falsely claimed sick pay. This may lead to your dismissal for misconduct or gross misconduct.

Your right to appeal

- 7.10 You have the right to appeal a decision to dismiss you or issue you with a warning because of your absence. To do this, you need to respond within a week of being told the decision by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.
- 7.11 Wherever possible, the appeal hearing meeting will not be led by the manager who took the decision. Our final decision will be sent to you in writing, and we try to do this within two weeks of the appeal hearing. You do not have any further right of appeal.

Your right to be accompanied

- 7.12 You have the right to take a colleague or a trade union representative with you to any formal meeting called under this procedure, including the appeal meeting. You should tell us as soon as possible who will accompany you and it is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work could cause operational problems.
- 7.13 Your colleague or union representative can, if you prefer, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

8. Other types of absence from work

Jury service

- 8.1 If you are called for jury service, you must tell your manager as soon as possible. While you are on jury service, you will not be paid and should therefore claim all allowances made available by the court.

Other public duties

- 8.2 We will allow you time off to carry out duties in some public roles, including magistrate and school governor. As soon as you know what your duties are, and have dates for hearings/meetings you must attend, you should tell your manager so that we can plan for your absence from work. While you are carrying out these duties, we will not pay you for time taken off work.

Emergency time off to look after dependants

- 8.3 You may take reasonable time off work to deal with emergencies involving your dependants. This does not cover general home issues, like wanting time off to deal with a problem with your boiler. We define a dependant as your spouse, civil partner, child (including adopted children), or a parent. Also included are other people who live in your household or anyone else who relies on you — for example, an elderly family member. You must follow the same procedure as for sickness leave and contact your manager as soon as you know you will be taking time off.

- 8.4 We always consider the circumstances of each case to allow for some flexibility, but the time you take off must be both reasonable and necessary for you to deal with something immediately and/or respond to an emergency. Normally this means hours, or a maximum of one or two days, and this type of leave is not designed to provide care over the longer term.
- 8.5 We do not pay you when you take time off for dependants.

Other family-related absences

- 8.6 We cover all other types of time off for family-related matters — including maternity, paternity, shared parental, parental and adoption leave — in our separate Maternity and Family Friendly Policy.

Carrying out trade union duties

- 8.7 If you are elected as a trade union official, you are legally entitled to reasonable time off to fulfil your obligations and you will be paid at your full basic rate for all related absences during working hours. We will not pay you for duties carried out outside working hours.

Grievance Policy

1. Overview

- 1.1 This policy helps us deal with complaints, concerns, and problems to do with employment fairly and consistently. Please note that this policy only applies to matters relating to your employment. If you have a separate relationship, such as being a customer, use a separate process.
- 1.2 This policy applies to all employees, but does not form part of your employment contract, and we may update it at any time.
- 1.3 You should only use this procedure to raise a grievance connected with your employment. Complaints made against you will normally be dealt with under our Disciplinary Policy or Performance Improvement Policy, as appropriate.
- 1.4 You should also look at our Harassment and Bullying Policy and our Whistleblowing Policy, both of which might be relevant.
- 1.5 Most grievances are raised individually, but if a group of employees bring substantially the same grievance, we will address it as a group grievance and follow the process described below.

2. Taking informal action

- 2.1 You should approach your manager before doing anything else, as we find most grievances can be resolved informally. If your grievance is about your manager — or there is some other reason you don't want to raise it with them — you must instead notify their line manager or somebody else holding the same level of responsibility as your manager.
- 2.2 If this informal approach does not resolve your problem, you should use the formal procedure.

3. Taking formal action: First stage

- 3.1 You will need to set out the details of your complaint in writing. Include dates, names of individuals involved, and any other relevant facts, and tell us clearly that you want to lodge a formal grievance. It will be helpful if you set out any steps you have taken to resolve the issue informally.
- 3.2 You must also explain clearly what you want to see the Council do. You could for example say: 'I want you to issue a warning to (the name of the individual you are complaining about)', or: 'I want you to change your policy on overtime working'.
- 3.3 Send or hand your written grievance to your line manager. If your line manager is part of your grievance, you should send your grievance to their line manager.
- 3.4 We will write to you to let you know that we've received your grievance.
- 3.5 You must co-operate with us to ensure our investigation is fair and thorough. How we investigate will depend on the nature of your grievance. We will look at relevant documents

and may interview you and/or take a statement from you and from other people able to provide information.

4. Taking formal action: Second stage

- 4.1 We will invite you to a meeting, usually within seven working days of you lodging your grievance. The meeting is your opportunity to explain your problem and how you think we should resolve it, and we ask that you make every effort to attend.
- 4.2 You can bring a companion with you to the meeting — this will typically be a work colleague or a trade union representative (full details in paragraph 6 below). You must let us know as soon as possible if either you or your companion is unable to attend the meeting and we will try to reschedule.
- 4.3 Please do not record the meeting without our consent, as this suggests that you do not trust the Council's process or the managers who are conducting it. We may decide to deal with covert recording as a disciplinary matter.
- 4.4 If you have misgivings about either the process or the managers leading it, you should tell us openly so that we can address your concerns. For our part, we in turn will not record the meeting without your knowledge.
- 4.5 After the meeting, we will take any steps to investigate further that we consider appropriate. Sometimes this will involve looking at documents or interviewing other people. We will not normally allow you to take part in this part of the investigation (for example, you will not normally be allowed to question other people directly). Sometimes, we may ask you for more information or for another meeting. And sometimes, we may think there is no need for any further investigation.
- 4.6 Within a week of the final meeting (this may be the first or the second meeting, depending on the circumstances) we will write to you with our decision and let you know if we plan to take any action to address your grievance. We will also tell you who to write to if you want to appeal our decision (paragraph 5 below). In complicated grievances, or if the manager hearing your grievance is very busy, it may take longer than a week to make our decision and prepare an outcome letter. If that happens, we will keep you informed about the likely timescales.
- 4.7 Sometimes, we may decide it is inappropriate to discuss some, or even all, of the steps we are taking as the result of your grievance with you (usually because the other person involved might have an entitlement to confidentiality, which has to be balanced against your right to know what has happened). We recognise that will leave you feeling dissatisfied, and we would only do this if there was a good reason not to keep you informed.

5. Taking formal action: Third stage

- 5.1 If you are not happy with our decision, you can appeal in writing within one week of us giving you the decision. Your appeal letter or email must explain clearly why you are appealing. You should also give us any new evidence you may have acquired since the initial investigation was completed.
- 5.2 We will invite you to a meeting, usually within two weeks of you lodging your appeal. Wherever possible, the appeal meeting will not be led by the manager who held the original

grievance meeting. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 6 below.

- 5.3 Our final decision will be sent to you in writing. We try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against our decision.

6. Your right to be accompanied

- 6.1 You are entitled to be accompanied by a colleague or trade union representative at any meeting called under this policy.
- 6.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work would cause operational problems.
- 6.3 Your colleague or trade union representative can, if you'd like them to, explain the key points of your grievance at the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our views.

Whistleblowing Policy

This policy outlines what you should do if you suspect something happening at work is putting you or others in danger or is illegal or unethical. This policy applies to all employees, contractors, consultants, officers, interns, casual and agency workers.

What is whistleblowing?

Our aim is to maintain the highest standards of integrity in everything we do. However, all organisations can occasionally be affected by conduct that is dangerous, against the law or breaches ethical or professional codes. Should you have any such concerns, we encourage you to report them immediately — this is called ‘whistleblowing’. You can be assured that we will take your concerns seriously, they will be thoroughly investigated, and you can be confident there will be no reprisals.

The types of concerns you may want to raise with us by whistleblowing might include:

- any activity you suspect is criminal;
- any activity you suspect puts health and safety at risk;
- any activity you suspect may damage the environment;
- any activity you suspect breaches our policy on bribery and corruption;
- any failure to comply with legal or regulatory obligations;
- any failure to meet professional requirements; and/or
- any attempt to conceal one or more of these activities.

Speak to the Parish Clerk or Chair if you are not sure whether something you have become aware of is covered by this policy. Note that if your complaint is about the way people are behaving towards you, then you should refer to our policy on Bullying & Harassment, or to our Grievance Procedure, for guidance on how to proceed.

How to raise a whistleblowing concern

In most cases, you should start by raising your concerns with your manager, either face-to-face or in writing. If you would prefer not to go to your manager, you should go to their manager. You should also do this if your concerns are of a very serious nature.

Your letter should say that you are raising your concerns under this policy and then explain what they are. Include all the key facts, dates, and the names of the people involved.

You will be invited to a meeting to discuss your concerns, and you are entitled to be accompanied at this and any subsequent meetings by a colleague or trade union representative. If you bring a companion, we ask that you both agree to keep your disclosures confidential before and after the meeting and during any investigation that may follow.

After the initial meeting, we will investigate your concerns and we may ask you to attend further meetings. To investigate properly, we may involve specialists with knowledge or experience of the issues you have raised.

You will be kept informed about how our investigations are progressing and how long they are likely to take. Sometimes, however, we may be unable to give you details about the investigation (or any action it leads to) as we need to protect confidentiality and comply with legal obligations. We understand this may be frustrating and give you concerns about whether we have actually done

anything, and if this happens we will do our best to sit down with you and explain why we are acting in the way we are.

Your concerns will be addressed fairly, but we cannot guarantee the outcome of our investigations will be the one you want.

Most concerns are raised with us in good faith, but occasionally someone makes a false allegation out of malice or because they believe they have something to gain. Anyone found doing this will face action under our Disciplinary Policy and is at risk of being dismissed for gross misconduct.

Confidentiality and anonymity

There is a significant difference between wanting to keep your concerns confidential and making a disclosure anonymously. We actively discourage anonymous whistleblowing. You are always encouraged to raise concerns openly, and if you prefer to do so in confidence, we will do all that we can to ensure your identity remains hidden. We may want to disclose your identity to people involved in the investigation but will always discuss this with you first. You are protected from reprisals under this policy, but if you are still worried we encourage you to discuss this with us and we will explore how far we can go in keeping your concerns confidential.

Concerns raised anonymously are very difficult — and sometimes impossible — to investigate. We can't properly establish whether your allegations are credible without being able to ask you for more details or for clarification, and this makes it hard to reach an informed decision. This is why we urge you not to report matters anonymously.

How we protect whistle-blowers

If you raise a concern in good faith under this policy, we will support you fully even if we find through our investigations that you made a mistake or that there has been no breach of policy, legal obligation etc. However, if you feel you have been treated detrimentally as a result of raising a concern, you must tell us at once. First inform your manager and, if the matter remains unresolved, you must follow the formal process in our Grievance Policy.

All whistle-blowers are afforded the same protection, so you must not threaten others who have raised concerns or carry out reprisals against them. You may face disciplinary action which could include dismissal for gross misconduct, if we find that you have. You may also face legal action from the whistle-blower in these circumstances.

You can seek further advice on whistleblowing, protecting confidentiality, and being protected from reprisals from the independent charity Protect, which offers a confidential helpline on 020 3117 2520; <https://protect-advice.org.uk/>

Taking your concerns outside the Council

This policy outlines the process for raising, investigating, and resolving wrongdoing within the workplace. It is rarely necessary – or, from our point of view, desirable – for anyone outside the Council to become involved when a whistleblowing allegation is made.

In some exceptional circumstances, you may need to go to an external body — an industry regulator, for example — and the independent charity Protect, can direct you towards the appropriate regulator for the type of issue you want to raise.

This policy covers the actions of third parties such as suppliers, service providers, and clients, as well as our staff. Should you have concerns about a third party, you are encouraged to raise them with us before approaching anyone else. Your manager will be able to explain how you should proceed.

Alerting the media to a concern — particularly before or during an internal investigation — is almost never justified or appropriate in any situation. We strongly discourage you from doing so and will treat any contact with the press as a serious disciplinary issue justifying dismissal unless exceptional circumstances exist. We would normally expect you to have taken all reasonable steps to deal with the matter internally or with an external regulator, and to have taken full advice from a lawyer or Protect before being justified in approaching the press.

Anti-Bribery Policy

1. Overview

- 1.1 This policy outlines the responsibilities of the Council (and everyone who works for us) to adhere to the high standards we set for conducting our business affairs. You will find specific guidance in this policy on recognising and addressing bribery and corruption, whether in the UK or overseas. The standards detailed in this policy apply equally to activities conducted inside or outside the UK, we do not adopt 'local standards' overseas if they are lower than UK standards.
- 1.2 The policy applies to all employees, contractors, consultants, officers, interns, casual and agency workers, and anyone else under our control.
- 1.3 If you breach this policy, we may take disciplinary action against you, which could lead to dismissal for gross misconduct. You may also be committing a criminal offence.
- 1.4 If you are an employee, this policy does not form part of your employment contract and we may update it at any time.

2. Our commitment and your obligations

- 2.1 We are committed to integrity and fairness across all our operations. We do not tolerate bribery or corruption.
- 2.2 If you are employed or engaged by the Council, or are in any other way under our control, you must help prevent and detect bribery or corruption in our business.
- 2.3 You must report any conduct or activity that you believe or suspect amounts (or could in the future amount) to bribery or corruption to the Parish Clerk or Chair. Our Whistleblowing Policy has more information about raising these types of concerns.
- 2.4 Any report will be taken extremely seriously. We will not treat you unfavourably for having refused to become involved in bribery or corruption, or for flagging up your concerns to us in good faith. If you do suffer any negative treatment in this context, you must talk to your manager. If you are not satisfied that the issue has been resolved, you could raise a grievance under our Grievance Policy
- 2.5 You must not threaten or otherwise treat badly anyone who refuses to become involved in bribery or corruption, or who has reported or is considering reporting a bribery or corruption-related issue to us.

3. What is bribery?

- 3.1 We define bribery as a reward or inducement for acting improperly, illegally or unethically to gain an advantage, whether personal, commercial, or regulatory. You do not need to have actually given or received the reward or inducement for this to amount to bribery.
- 3.2 A bribe does not need to involve money. Offering hospitality, entertainment or gifts can also be classed as bribery if the purpose is to exert influence.

- 3.3 You could face up to 10 years in prison for offering, promising, giving, asking for, or accepting a bribe, as this is a criminal offence. We may as a Council also face sanctions if we don't stop bribery taking place. This can include an unlimited fine and being excluded from public contract tenders.
- 3.4 This list includes the most common actions we consider to be bribery, but it doesn't cover everything. You must not become involved in any of these things, or allow anyone else to become involved in them on your behalf:
- Promising, offering or giving money, hospitality or gifts in the expectation of receiving a business advantage, or because you have already received that advantage;
 - Accepting or giving hospitality or gifts in the course of commercial negotiations of any kind, including tender processes, if there is any uncertainty about whether doing so could have an impact on the outcome;
 - Accepting money, gifts or hospitality from anyone you suspect is seeking a business advantage in return;
 - Accepting hospitality that is excessively extravagant for the context in which it is offered;
 - Offering gifts to government or other officials, political parties, and individual politicians;
 - Receiving gifts from government or other officials, political parties, and individual politicians;
 - Offering or receiving gifts in return for the faster or smoother conclusion of a routine transaction or process;
 - Retaliating against or threatening anyone who refuses to take part in bribery;
 - Retaliating against or threatening anyone who raises concerns under the policy; and
 - Taking part in any other activity or process that might otherwise breach this policy.

4. What is corruption?

- 4.1 We define corruption as the abuse of power, authority, or position in return for some personal advantage.

5. What is allowed?

- 5.1 Offering or receiving hospitality and entertainment from third parties is allowed under this policy, provided it is appropriate and reasonable in the circumstances and the purpose is to:
- build or maintain business relationships;
 - enhance or maintain our reputation; or
 - help market our products and services more effectively.
- 5.2 You may also give and accept gifts, but only if:
- you have your manager's prior approval each time;
 - it is not being done in order to influence a business decision;
 - you are not giving or receiving the gift as a reward for new business or to retain existing business;
 - you are not giving or receiving the gift in return for any other benefits or favours;
 - you are giving the gift on behalf of the Council (it must not be in your own name);

- you are not giving cash or any kind of cash equivalent, such as vouchers;
- your gift is appropriate in the particular context — for example, a small gift at Christmas;
- it's not being done in secret; and
- you are complying with local laws.

5.3 It is generally fine to give or receive low-value business-related gifts, such as branded umbrellas.

5.4 You can reimburse a third party for business-related expenses — the costs of attending a meeting, for example — and you can also accept a third party's offer to pay your expenses. This will not normally be bribery. However, a payment made or received that exceeds reasonable or genuine business expenses is not acceptable. An example would be payment for an extended stay in a hotel, before or after business had been concluded.

6. What are kickbacks and facilitation payments?

6.1 We don't make or receive kickbacks or facilitation payments.

6.2 We define kickbacks as payments made in return for a business advantage or favour.

6.3 We define facilitation payments as unofficial (and usually small) payments, made to speed up or smooth out a routine process or activity. They are sometimes described as 'back-handers'. Recipients typically include government or other officials.

6.4 You must avoid being put in a position where you might be asked to make or accept a kickback or facilitation payment on our behalf. You must also avoid being put in a position from where it could be inferred that such a payment was available.

6.5 If anyone asks you to make a payment on behalf of us, you must consider carefully whether what they're asking for is in proportion to the goods or services involved. Always get a receipt, and if you have any concerns you must discuss them with your manager straightaway.

7. Keeping records

7.1 You must keep written records of any gifts or hospitality you have given or received, and declare these. All associated expenses claims must give full details of the reason for the expenditure and must be submitted in line with any rules we have on Expenses.

7.2 Invoices and other records relating to third-party dealings, including those with customers and suppliers, must be accurate and complete. You must never maintain 'off-book' accounts to conceal or facilitate payments of any kind.

Data Protection Policy

As your employer, the Council needs to keep and process information about you for normal employment purposes. The information enables us to run the business and manage our relationship with you effectively, lawfully and appropriately during the recruitment process, while you are working for us, when your employment ends and after you have left.

We need this information to:

- Provide you with and comply with the employment contract;
- Comply with legal requirements; and/or
- Pursue the organisation's legitimate interests.

If in the future we intend to use your personal data for a different purpose from the purpose for which we collected it, we will provide you with information on that purpose.

Legitimate interests

We sometimes need to store and process your data to pursue our legitimate business interests. These legitimate interests include being able to:

- Run the business effectively;
- Being able to recognise and reward key events such as the passing of an exam, or an anniversary;
- Maintain up-to-date and accurate personnel records;
- Make management decisions such as decisions about promotions and training needs;
- Ensure acceptable conduct and performance;
- Prevent fraud; and
- Defend the organisation against any legal claims.

We will never process your data where these interests are overridden by your own interests.

What information do we hold about you?

You will have provided much of the information we hold on you but some may come from other internal sources, such as your manager, or external sources, such as referees.

The information we hold includes:

- Your application form, CV and references;
- Your date of birth and gender;
- Your contract of employment and any amendments to it;
- Contact and emergency contact details;
- Your car registration number;
- Information about your nationality and entitlement to work in the UK;
- Correspondence with or about you, such as letters to you about a pay rise or, at your request, a letter to your mortgage Council confirming your salary;

- Records required for payroll, benefits and expenses purposes, such as your bank account details and national insurance number;
- Details of your working hours and attendance at work;
- Records of holiday, sickness, family leave and other leave;
- Equal opportunities monitoring information;
- Information about your career history, such as start and end dates with the organisation and other employers, training records, appraisals, other performance measures and any disciplinary or grievance procedures or warnings;
- Information about any criminal record;
- Information about your ability to drive, such as records from the DVLA; and
- Information about your health, such as reasons for absence, GP reports or notes and details of any disability.

You will also be referred to in many Council documents and records that you and your colleagues produce in the course of carrying out your work.

What special categories of data do we process?

We need to process some special categories of data to fulfil our legal duties. For example, we hold information about your health where this is necessary to comply with our employment law, health and safety and occupational health obligations. This information enables us to consider how your health affects your ability to do your job, whether any adjustments to your job might be appropriate and to administer Statutory Sick Pay.

Who do we share your information with?

We may share your information internally, including with the HR, payroll, recruitment and IT teams, your manager and managers in your department, if access to the data is necessary for them to perform their roles.

We may also share your data with third parties such as:

- Previous employers for the purpose of obtaining pre-employment references;
- External providers who need the information to administer HR, pay and benefits, including our payroll, pension, private medical and occupational health service providers;
- Our car parking provider to manage and regulate the use of the car park;
- Service providers who carry out pre-employment background checks; and
- The Disclosure and Barring Service in order to carry out required criminal records checks.

We may share your data with third parties if we sell some or all of our business, in which case we will put confidentiality arrangements in place.

We may transfer your data to countries outside the European Economic Area (EEA) to comply with our legal or contractual requirements, and to allow for better technological efficiencies. We have safeguards in place to ensure the security of your data, including the necessary IT protection and utilising passwords on sensitive documents.

What are your rights?

Under the General Data Protection Regulation and the Data Protection Act 2018, you have a number of rights. You can:

- Ask us for a copy of your personal data;
- Ask us to amend incorrect or out-of-date data;
- Ask us to erase data, for example if it is no longer necessary for us to hold the information for its original purpose;
- Ask us to restrict the processing of data that we cannot delete (for example, because we need to retain it to comply with our legal obligations) so we cannot process it for other purposes;
- Object to processing where we are relying on our legitimate interests as the legal basis for that processing; and
- Complain to the Information Commissioners' Office if you believe that we have not complied with your data protection rights.

How long do we keep your data?

We will store your personal data for the duration of your employment. After your employment ends, we will retain it for up to seven years in order to defend any civil claims.

What if you do not provide us with your data?

If you do not provide us with your data, we will be unable to comply with some of our obligations or carry out our role as your employer efficiently. We need some information, such as your contact and payment details and proof of your right to work in the UK so we can enter an employment contract with you. You need to provide other types of data so that you can exercise your statutory rights, such as the right to various types of leave. You may also be in breach of your employment contract or the implied duty of good faith if you do not provide certain kinds of data, such as notification of absences.

Can I see the data you hold about me?

You can make a Subject Access Request (SAR). You should make your request in writing to your manager and they will make the necessary arrangements to provide you with your data within 28 days of your request.

Data Breaches

If there is a breach of data protection, the Council will deal with the matter without delay. An investigation may be required which all employees are expected to cooperate with.

Data Officer

The name of our data protection officer is [\[name\]](#).

Disciplinary Policy

1. Overview

- 1.1 This policy covers the Council's procedure relating to disciplinary issues, where there is suspicion of misconduct.
- 1.2 It applies to all employees. It does not apply to self-employed contractors, workers and agency workers.
- 1.3 This policy does not form part of your employment contract, and we may update it at any time. We will normally follow it in a disciplinary situation but are not obliged to do so (particularly if you are in your probationary period).

2. When we will take informal action

- 2.1 Sometimes we will choose to discuss a disciplinary issue with you instead of taking formal action. In that case, we may issue a Letter of Concern after our discussion.
- 2.2 If a discussion fails to resolve the problem, or we feel that approach is inappropriate in the circumstances, we will normally use this formal procedure.

3. How we investigate

- 3.1 We will not take disciplinary action without inviting you to a formal meeting. Depending on the circumstances, that meeting may be the only meeting we invite you to attend. In other words, there may not be separate meetings for the investigation and disciplinary stages.
- 3.2 If you face a misconduct allegation, you may be suspended. Suspension is a neutral act, normally intended to cause the least disruption to the business while we investigate. If we suspend you:-
 - you must stay away from work, not visit any Council premises or make contact with staff, customers, suppliers or contractors (unless we authorise this in writing). But if you want to contact somebody specifically to ask them to be a witness, or to accompany you at a meeting under this policy, then you may do so without asking us first;
 - suspension will be on full pay, unless your contract or this policy says otherwise;
 - if pre-approved holidays fall during a period of suspension, they will still count as holiday leave and will be deducted from your holiday entitlement as normal.
- 3.2 The staffing committee will notify the employee in writing of the alleged misconduct and details of the person undertaking the investigation. The employee may be asked to meet an investigator as part of the disciplinary investigation. The employee will be given sufficient notice of the meeting with the Investigator so that he/she has reasonable time to prepare for it. The letter will explain the investigatory process and that the meeting is part of that process. The employee will be provided with a copy of the Council's disciplinary procedure. The Council will also inform the employee that when he/she meets with the Investigator, he/she will have the opportunity to comment on the allegations of misconduct.

- 3.3 If there are other persons (e.g. employees, councillors, members of the public or the Council's contractors) who can provide relevant information, the Investigator should try to obtain it from them in advance of the meeting with the employee.
- 3.4 If you lodge a grievance while we are investigating a disciplinary matter, we will not normally put the disciplinary process on hold. If the subject of your grievance is linked to the matters involved in the disciplinary investigation, or the process we are following, then we will normally consider the matters you raise as part of the disciplinary process and not start a separate grievance process.
- 3.5 The investigator will be asked to submit their finding(s) within 20 days from the first date of the investigation hearing. The Investigator's report will contain his/her recommendations and the findings on which they were based. He/she will recommend either:
- the employee has no case to answer and there should be no further action under the Council's disciplinary procedure.
 - the matter is not serious enough to justify further use of the disciplinary procedure and can be dealt with informally or
 - the employee has a case to answer, and a formal hearing should be convened under the Council's disciplinary procedure.
 - The Investigator will submit the report to the staffing committee which will decide whether further action will be taken.
 - If the Council decides that it will not take disciplinary action, it may consider whether mediation would be appropriate in the circumstances.

4. Your right to be accompanied

- 4.1 You are entitled to be accompanied by a colleague or trade union representative at any meeting where you face formal sanctions (including dismissal). If we are holding separate investigation and disciplinary meetings, then your right to be accompanied only applies to the disciplinary meeting.
- 4.2 If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work could cause operational problems.
- 4.3 Your colleague or union representative can, if you prefer, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

5. How we carry out the formal meeting

- 5.1 If the staffing committee decides that there is a case to answer, it will appoint a staffing sub-committee of three councillors, to formally hear the allegations. The staffing sub-committee will appoint a chairman from one of its members. The Investigator shall not sit on the sub-committee.

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

- the names of its chairman and other two members
- details of the alleged misconduct, its possible consequences and the employee's statutory right to be accompanied at the meeting.
- a copy of the information provided to the sub-committee which may include the investigation report, supporting evidence and a copy of the Council's disciplinary procedure
- the time and place for the meeting. The employee will be given reasonable notice of the hearing so that he /she has sufficient time to prepare for it
- that witnesses may attend on the employee's and the Council's behalf and that both parties should inform each other of their witnesses' names at least two working days before the meeting.
- We will include copies of any witness statements and other relevant documents, unless there is a good reason not to do so.
- that the employee may be accompanied by a companion - a workplace colleague, a trade union representative or a trade union official

The purpose of the disciplinary meeting hearing is for the allegations to be put to the employee and then for the employee to give their perspective. It will be conducted as follows:

- the Chairman will introduce the members of the sub-committee to the employee and explain the arrangements for the hearing
- the Chairman will set out the allegations and invite the Investigator to present the findings of the investigation report (if there has been a previous investigation)
- the Chairman will invite the employee to present their account
- the employee (or the companion) will set out his/her case and present evidence (including any witnesses and/or witness statements)
- any member of the sub-committee and the employee (or the companion) may question the Investigator and any witness
- the employee (or companion) will have the opportunity to sum up

5.2 You are entitled to bring a companion with you to the meeting - see above at paragraph 4 for details of what they can and cannot do.

5.3 You must let us know as soon as possible if you want to bring your own witnesses to the meeting and/or you have documents or other evidence you want to present.

5.4 It is your responsibility to attend the meeting but, if you cannot, we will normally reschedule it - provided we are satisfied with your explanation for why you cannot attend. We will not reschedule, however, if it is likely to lead to unreasonable delay. We may have to make our decision without you being present, and we will in any case only reschedule the meeting once, unless there are very good reasons to justify a second rescheduling.

5.5 Please do not record the meeting without our consent, as this suggests that you do not trust our process or the managers who are conducting it. We may decide to deal with covert recording as a disciplinary matter and in serious cases may consider it to be gross misconduct.

If you have misgivings about either the process or the managers leading it, you should tell us openly so that we can address your concerns. We in turn will not record the meeting without your knowledge.

- 5.6 We will go through all the details at the meeting so that you understand the allegation of misconduct made against you. We will also outline the evidence we found when we carried out our investigation.
- 5.7 We will give you the time you need to respond to the allegations made against you and to put your own case. We will also give you the opportunity to ask us questions, to present your own evidence, to call your own witnesses, and to respond to evidence the Council's witnesses put forward. If there are any questions you want us to put to the Council's witnesses, please tell us and (unless there is a good reason not to) we will make sure they are asked.
- 5.8 The Chairman will provide the employee with the sub-committee's decision with reasons, in writing, within five working days of the meeting. The Chairman will also notify the employee of the right to appeal the decision. The disciplinary meeting may be adjourned to allow matters that were raised during the meeting to be further investigated by the sub-committee.

6. The disciplinary action and dismissal process

There are three stages of our procedure for dealing with cases of misconduct.

- 6.1 First stage: We will issue you with a first written warning. Unless you already have active written warnings relating to disciplinary matters on your work record, a first written warning will usually remain in place for 12 months from the date you are notified of the decision. It will then be removed from your record.
- 6.2 Second stage: If there is an active first written warning on your record and you are involved in further misconduct, we will usually issue you with a final written warning. In serious cases of misconduct, we may issue a final written warning without first issuing a first written warning. In either case, the final written warning remains active for 12 months from the date you are notified of the decision. It will then be removed from your record.
- 6.3 Third stage: If there is an active final written warning against you and you are involved in further misconduct, you may be dismissed. You may also be dismissed for a serious case of misconduct, or if you are involved in gross misconduct. We explain what 'misconduct' and 'gross misconduct' mean in the lists given below.
- 6.4 Sometimes we are prepared to explore other actions short of dismissal. These may include deploying you to a different role, demoting you, and/or extending your final written warning period to allow us further time to review how you respond. Redeployment or demotion may result in a reduction in pay.

7. Your right to appeal

- 7.1 You have the right to appeal against any disciplinary decision taken against you. To do this, you need to respond within a week of being told of the action by writing directly to whoever is named in the letter you received. In your response to that letter, you must explain exactly why you are appealing.

- 7.2 We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what disciplinary action to take. You may be accompanied by a trade union representative or work colleague, in line with the process outlined in paragraph 4 above.
- 7.3 Our final decision will be sent to you in writing. We try to do this within two weeks of the appeal meeting. You do not have any further right to appeal against our decision.

8. How we define 'gross misconduct' and 'misconduct'

8.1 You will usually be dismissed without warning, without notice, and without payment in lieu of notice if we find you have committed an act of gross misconduct. This is known as summary dismissal.

8.2 The following list gives examples of what we would normally regard as gross misconduct likely to lead to summary dismissal. This list is not exhaustive and should be referred to as a guide.

- Bullying or physical violence
- Fraud, theft, or any act of dishonesty
- Altering records, such as sales records, to put yourself in a better light even if there is no immediate financial benefit to you
- Malicious misuse of any of our procedures, for example if you make up allegations when taking out a grievance against someone
- Serious negligence or carelessness, particularly if it leads to us losing trust and confidence in you
- Serious health and safety breaches
- Serious breach of data protection legislation or our data protection policy
- Serious and intentional damage to Council property
- Unlawful harassment or discrimination
- Viewing, receiving, or sending anything that breaches our Harassment and Bullying Policy or Equal Opportunities Policy
- Knowingly accessing websites containing offensive, obscene or pornographic material
- Misuse of internal email, external email or other internet and computer-based facilities including the storage and/or transmission of obscene, illicit or undesirable material.
- Serious insubordination or refusal to obey management instructions
- Serious breaches of confidence
- Covertly recording your colleagues, or any management (or other) meeting where the participants do not know you are recording it
- Being under the influence of, or possessing, illegal drugs
- Being under the influence of alcohol, unless this is with your manager's express knowledge and permission — for example, where you are involved in entertaining on the Council's behalf
- Conduct that violates common decency, or engaging in behaviour that might bring the Council's name into disrepute.

8.3 The following list gives examples of what we would normally regard as misconduct (but not gross misconduct). This list is not exhaustive and should be referred to as a guide.

- Minor breaches of Council policy
- Minor breaches of your employment contract
- Unauthorised use of, or damage to, Council property
- Absence from work that has not been authorised
- Poor attendance and timekeeping
- Refusing to follow instructions, where it is not serious enough to be gross misconduct
- Making an excessive number of personal calls using Council phones
- Sending and receiving an excessive number of personal emails
- Using the internet or email for personal purposes, other than on an occasional basis
- Using obscene language or otherwise behaving offensively
- Being careless when carrying out your duties
- Wasting time during your contracted working hours
- Smoking in areas where smoking is not allowed.

9. Sickness Absence during a disciplinary process

- 9.1 Should you be absent for reason of sickness once you have been notified of a disciplinary investigation meeting or disciplinary hearing, you will be paid under our Sickness Policy (which may not involve being paid full pay). Your rights to SSP would be unaffected.
- 9.2 If you say you are unable to attend a disciplinary hearing due to sickness, we will offer you a new date for the hearing. However, if you are unable to attend a hearing within what we consider to be a reasonable period of time, then we will look at alternative ways of conducting the hearing. This may involve conducting the hearing by phone, inviting you to send written submissions or a colleague to attend on your behalf.

Redundancy Policy

1. Overview

- 1.1 This policy sets out how we want to treat our employees if we need to reduce the number of people we employ. We will avoid making anyone redundant wherever reasonably possible, but redundancies may sometimes be needed to address changing business needs, as well as those of our employees.
- 1.2 This policy applies to all employees. It does not apply to self-employed contractors, consultants or to agency workers.
- 1.3 This policy does not form part of your employment contract, and we may update it at any time.

2. How we avoid redundancies

- 2.1 We will consider taking action to avoid redundancies, and wherever possible will minimise the number of redundancies we have to make. The following list gives examples of some alternative approaches we may look at (taking account of business needs):
 - Cutting back on overtime;
 - Freezing salaries and delaying pay rises;
 - Re-deploying and/or retraining some employees;
 - Finding suitable alternative work to offer some employees;
 - Inviting applications for voluntary redundancy;
 - Exploring job shares, short-time working and other types of flexible working;
 - Limiting new recruitment; and/or
 - Looking at how we use consultants, self-employed contractors and agency staff.

3. How we make redundancies

- 3.1 If we invite applications for voluntary redundancy, we reserve the right not to accept a volunteer. We may have business reasons for not agreeing to a particular person for voluntary redundancy.
- 3.2 We will invite all those at risk of redundancy to a meeting to explain our proposals. We may also write to you individually with the full details.
- 3.3 We will be fair, objective and transparent in the criteria we use to identify employees at risk of redundancy. Our main aim will be to make sure we retain the types of skills necessary to meet current and future business objectives.
- 3.4 We will never discriminate on the grounds of sex, maternity, pregnancy, race, colour, nationality, ethnic or national origin, religion or belief, gender reassignment, sexual orientation, age, disability, or marital or civil partnership status at any stage in the redundancy process.
- 3.5 Those selected for possible redundancy will be allocated to a group known as the 'pool'.

3.6 The criteria we use to select employees for the pool will depend on the specific circumstances, but are likely to include some or all of the following:

- experience and skills;
- length of service;
- levels of performance, where this can be measured objectively;
- disciplinary record;
- attendance record;
- willingness to adapt.

If the Council is larger than 50 people, employees likely to be selected for the pool may be invited to give us their feedback on the selection criteria we intend using.

4. How we work with you if you are selected

4.1 If you are provisionally selected after we have applied the criteria to the pool, we will write to you to tell you.

4.2 We will invite you to a meeting to consider any suggestions you may have for avoiding redundancy. You can use this consultation process to tell us if you think you have been wrongly or unfairly selected and why, suggest how we could redeploy you, and put forward any other ideas you have. If we agree with you, your name will be removed from the redundancy pool. If we disagree with you, we will usually summarise our reasons in a letter.

4.3 If we go ahead and select you for redundancy, we will give you notice that your employment is being ended as per your contract. We will also give you details of your redundancy pay (if you are entitled to it) and any other payments due to you.

4.4 After you have been given notice of dismissal, we will give you reasonable time off during working hours to look for a new job and/or enrol for training relevant to your future employment. We will pay you for a proportion of this time off in line with our legal obligations.

5. Finding suitable alternative employment

5.1 We will explore whether we have any suitable alternative work for you before making you redundant. However, you must also let us know if there are any specific roles you want us to consider, as we may not be aware that you are interested in them.

5.2 Any offers of alternative work will always be driven by the needs of the business. Whether or not you can apply for an internal vacancy will depend on all the circumstances. We will let you know the procedure you will need to follow, if we think you are eligible.

5.3 If we offer you suitable alternative employment, you are entitled to a four-week trial period. During that trial period you can decline the alternative role if it turns out to be unsuitable and, subject to paragraph 5.4 below, you will not lose your redundancy payment. If we decide the alternative role is not suitable for you during the trial period, you will also still get your redundancy payment.

5.4 You may lose your entitlement to redundancy pay if you unreasonably refuse to accept suitable alternative work we offer you.

6. Your right to appeal

- 6.1 You have the right to appeal against any decision to make you redundant. To do this, you need to write to us within a week of being told you have been selected for redundancy. Send your letter or email to the person named as the appeal officer in our letter. You must explain exactly why you are appealing.

- 6.2 Wherever possible, the appeal hearing meeting will not be led by the manager who took the decision to make you redundant. We will send you our final decision in a letter and will try to do this within two weeks of the appeal hearing. You do not have any further right to appeal against the decision to make you redundant.

Religious & National Holiday Celebration Policy

1. Introduction

1.1 We embrace the diversity of our workforce. We aim for inclusivity and want to create a workplace where events and occasions which are important to our staff members are understood.

1.2 This Policy:

- Explains the concepts of ‘religious holiday’ and ‘national holiday’
- Sets out the legal position in relation to time off to celebrate each of them
- Sets out our approach to dealing with requests for time off to celebrate religious and national holidays
- Explains what you can do if you are unhappy with a decision which has been taken in relation to time off for a national or religious holiday

1.3 Please note that this policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

1.4 This policy applies to all employees and workers in the business.

2. What are national holidays?

2.1 In the UK, national holidays are reflected in the ‘bank holidays’ which we observe each year. Most countries have certain designated national holidays. These holidays usually celebrate something notable in the creation of that country, such as its independence or the signing of its constitution. Some countries may have more than one national day. Examples include Thanksgiving in the United States (the fourth Thursday in November) and Bastille Day in France (14 July).

3. What are religious holidays?

3.1 In the UK, several national holidays coincide with the Easter and Christmas period – a reflection of the UK’s historical national ties to Christianity. Different religions have their own religious observances and traditional holidays.

4. What is our approach to religious and national holidays?

4.1 There is no legal right to time off for religious or national holidays/celebrations.

4.2 However, we treat holiday requests made to observe a religious or national holiday sensitively, and we will act reasonably when dealing with your request.

4.3 If multiple requests are made by employees to take time off to observe a religious or national holiday, and we are not able to accommodate everyone’s requests, then we will deal with requests on a ‘first come, first served’ basis.

4.4 We will consider requests for unpaid leave to observe religious and national holidays. Any request should, in the first instance, be discussed with your manager and will be subject to approval of the Parish Council.

5. Support available for other religious observances

5.1 Religious observance takes many forms. If you need support or flexibility at work in connection with a religious observance, then please discuss this matter with your manager in the first instance. Examples include providing a place for prayer, additional breaks and a temporary change to working hours to accommodate a religious observance.

6. What to do if you are unhappy with a decision taken

6.1 If you are unhappy with any decision reached in relation to the authorisation of holiday or any other aspect of religious observance, then you should raise this matter, in the first instance, with your manager or refer to our Grievance Policy.

Computers, Email and Internet Policy

1. Introduction

- 1.1. IT and communications systems are of key importance to our business. These systems must be used appropriately. There is a significant risk of damage to our business and its reputation if you misuse them.
- 1.2. In this Policy, we set out the standards we require you to follow when using these systems and equipment. We also explain when we will monitor your usage, and for what purpose, and set out the sanctions for breaches of this Policy.
- 1.3. Please note that this Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.
- 1.4. This Policy applies to all employees and workers in our business and anyone who has access to our IT and communications systems. This may include contractors, agency workers, casual workers, interns and volunteers.

2. Computers

- 2.1. You are responsible for the security of any IT equipment issued by us to you. You must not let any of your IT equipment be used by anyone else, whether at work or at home.
- 2.2. When working, either in the office or remotely, you are responsible for the security of your computer terminal. The screen should always be locked if the computer is left unattended.
- 2.3. You must shut down your computer at the end of each working day. We often schedule updates overnight and it is important that your computer is shut down for these updates to take effect.
- 2.4. You must not remove or tamper with any software systems installed on our computers. If you have an issue in relation to any software installed on your work computer, then you should contact our appointed IT supplier for advice.
- 2.5. You should use unique passwords for each electronic device we issue to you. They should ideally include a random string of capital and lowercase letters, symbols and numbers. You should keep all passwords confidential and should not share them with anyone else (save as outlined below). You should change your passwords regularly.
- 2.6. You must provide us with details of all passwords on request and, in any event, on termination of employment.
- 2.7. You must report any loss of IT equipment to the Parish Clerk or Chair immediately.
- 2.8. If you are issued with portable IT equipment by us, then you must make sure that it is stored safely and securely when being transported. If you are using our IT equipment whilst in a public place, then others may be able to view your screen. Please make sure that you do not display any confidential information when using IT equipment in public.

- 2.9. If you are issued with any IT equipment (such as computers, monitors, keyboards or printers) for use when working remotely, then you must agree to return it to us on demand and, in any event, on termination of your employment. You are responsible for maintaining any IT equipment issued for remote use in a good condition. You are responsible for damage to any issued IT equipment, other than that caused by reasonable wear and tear.

3. Systems and data security

- 3.1. You must not download or install any software from external sources without the prior approval of the Parish Clerk or in their absence, the Chair.
- 3.2. You must not use any device on public unsecured Wi-Fi unless we have installed a Virtual Private Network on the device, and you have activated it.
- 3.3. We have a virus detection system installed on all our computers. You must not tamper with it or disable it. You can assist us in cyber security by making sure that you review all emails you receive from unknown sources. If you suspect that an email is not genuine, then you should contact our appointed IT supplier as soon as possible. Do not open the email or any attachments to it.

4. Email

- 4.1. The following rules should be followed when using email:
- You should avoid the use of slang, emojis and 'text speak' when sending work emails.
 - Always consider the relevant recipients when sending an email – do not copy messages unnecessarily widely.
 - You should not forward chain emails or send jokes.
 - You should not forward emails from your work account to your private email address.
 - Do not send emails which are or might be considered abusive, obscene, discriminatory, harassing or otherwise inappropriate in nature. If you receive such an email, then you should inform your line manager immediately. We have a zero-tolerance policy in relation to bullying and harassment in the workplace. Please see our Bullying & Harassment Policy for more details.
 - Email correspondence is disclosable in legal proceedings. All messages should be treated as being potentially disclosable in a court of law.
 - It is possible to enter into a legally binding contract via email. If your job role involves the negotiation of terms which could form a contract, then you should ensure that all correspondence is headed "Subject to contract".
 - You must not use your personal email address for work purposes.

5. Internet

- 5.1. We provide internet access in our workplace primarily for work. Personal use is only permitted on the basis set out in section 6.
- 5.2. When using the internet, do not access any web page or download any image, document or other file from the internet which could be regarded as illegal, offensive or immoral. As a general rule, if any person might be offended by the contents of a page or if the fact that our software has accessed a page might be a source of embarrassment or reputational damage, then viewing it will be regarded as a breach of this Policy.

6. Personal use of email and the internet

- 6.1. Our business provides email and internet access for work-related purposes. We acknowledge that some personal use will occur. However, excessive personal use of these resources during working hours may result in disciplinary action under our Disciplinary Policy.
- 6.2. The following guidance should be followed:
 - Personal use should be minimal.
 - Personal use should not interfere with your work commitments.
 - Personal use must not commit the business to any costs.
 - Personal use must always comply with our Bullying & Harassment, Equal Opportunities, Data Protection and Disciplinary Policies.

7. Monitoring

- 7.1. Your use of our IT and communications systems (including computer, internet, email and telephone) may be monitored by us. Any such monitoring will only be carried out to the extent permitted by law and in accordance with our Data Protection Policy.
- 7.2. We may monitor and check emails and internet usage for reasons including the following:
 - To assess compliance with our rules and policies
 - To investigate alleged wrongdoing by you or others
 - To monitor performance, particularly if you are undergoing a performance management process and have been told that we will be monitoring your email and internet usage
 - To retrieve lost messages
 - To access messages and information if you are unable to do so directly (for example due to illness or other absence)

- To comply with our legal obligations

8. Use of personal devices for work purposes

8.1. Our general rule is that personal devices are not allowed to be used for business purposes. However, there may be circumstances where you need to use certain personal devices (such as smartphones, laptops and tablets) for work. Any use must be in accordance with the following rules:

- Any software systems installed by us to allow your device to be used for work must not be tampered with or removed by you.
- You must delete any data relating to our business which is stored locally on your device as soon as it is no longer required.
- You must pay all costs associated with your device and its use, including technical support.
- You must cooperate with us and allow us to inspect your device at any time on request. You will provide any necessary passwords or login details to enable us to have full access.
- You must report any loss of the device immediately to our IT Supplier or Parish Clerk.
- If you leave our employment or propose to sell or transfer your device to someone else, then you agree to present your device to us prior to transfer/termination to allow us to remove all business software and data from it.

8.2. Any breach of these rules may result in us revoking your permission to use your Device for work purposes. It may also result in disciplinary action up to and including dismissal or, in the case of a contractor or agency worker, the termination of your engagement.

9. Breaches of this Policy

9.1. Any breaches of this Policy will be handled under our Disciplinary Policy. In the case of agency workers, contractors, casual workers and interns, we reserve the right to terminate your engagement in the event of a breach or an alleged breach of this Policy.

9.2. Certain behaviours in breach of this policy may give rise to a criminal offence or other public concern. We may pass any evidence collated to the police or other relevant authority.

9.3. If you become aware of conduct of others which may be in breach of this policy, you should report your concern immediately to your manager. Our Whistleblowing Policy provides further guidance.

Appraisal Policy

1. Introduction

1.1. Our appraisal process celebrates success; reflects on past performance; identifies any training, development or performance needs; and motivates you to perform in the 6 months ahead.

1.2. This Policy:

- Explains the principles that underpin our approach to appraisals
- Sets out the different roles and responsibilities that you and your line manager have as part of the appraisal process
- Provides guidance on how to set strong objectives against which to measure your future performance
- Sets out some of the opportunities presented by our appraisal process
- Explains how we will store appraisal materials and how you can access them to appraise your ongoing performance
- Explains the connection between our appraisal structure, training and development and performance management

1.3. Please note that this Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

1.4. This Policy applies to all employees of the business.

2. Key principles underpinning our approach to appraisals

2.1. We will be guided by the following principles in our approach to appraisals:

- All employees will be appraised fairly.
- Discussion in relation to performance will be evidence-based where possible.
- Appraisal meetings will be held privately.
- We will provide constructive feedback on past performance.
- We will recognise good work.
- We will make sure that the appraisal process does not exist in a vacuum – it should form the basis of an ongoing discussion between you and us regarding your performance and direction.
- We will set clear objectives for the period ahead.

3. How our appraisal process works

- 3.1. We have a six-monthly appraisal cycle. You will generally be appraised by your manager. You will be contacted by your line manager to arrange an appraisal meeting. Before your appraisal meeting, you should complete the appraisal form and carry out any necessary preparation. You should review your previous appraisal to consider whether previously set objectives have been met. Your completed appraisal form should be shared with your line manager a week before your appraisal meeting.

4. Our role in the appraisal process

- 4.1. Having a positive experience of the appraisal process can have a big impact on your motivation. We know it is important that our appraisal structure is fit for purpose, that those involved are appropriately trained, that all necessary preparation is undertaken and that appraisals are carried out in an atmosphere of respect. We make the following commitments in terms of our conduct as part of the appraisal process

- We will gather evidence to support our position on attainment.
- We will encourage self-assessment.
- We will listen and ask open questions.
- We will aim to agree solutions with you to any issues which arise.
- We will identify any training and development needs.
- We will provide constructive criticism which is improvement focused.
- We will work with you to create clear objectives to take forward.
- We will ensure that our discussions, outcomes and objectives are recorded in writing.

5. Your role in the appraisal process

- 5.1. To get the best out of the appraisal process, you need to take an active role. This means you should:
- Review your objectives and your previous appraisal in good time before the meeting.
 - Take the time to gather evidence to show the extent to which you have met your previous objectives.
 - Be in a position to explain where and why you have not met your previous objectives and have proposals for how we can help you make sure similar objectives can be met fully in the future.
 - Ensure that any new proposed objectives are SMART (see section 6).
 - Prepare all paperwork in advance of the meeting.
 - Ensure that your documentation is sent to your appraiser seven days before the meeting itself.
 - Take time in advance of the meeting to reflect on what outcome you would like from the appraisal process, including thinking about any training requests, career aspirations and any points of concern you may wish to raise.

6. Tips for setting strong objectives and how to assess achievement against them

6.1. We want all objectives set as part of the appraisal process to be SMART. This means that they should be:

- Specific – They should be simple and clearly written.
- Measurable – They should include a mechanism by which to judge achievement.
- Achievable – They should be attainable, even if they involve some stretching.
- Realistic – They should be within your capabilities and relevant to your role.
- Time-bound – They should include a timeframe within which they should be completed.

You should have this acronym in mind whenever you create or discuss a new objective.

6.2. In assessing performance against objectives, we will generally want you to set out examples of achievement using an SBI approach. SBI provides the following structure within which examples of performance against objectives can be set out:

- Situation – Set out the situation within which you believe the objective was met.
- Behaviour – Explain what you did.
- Impact – Set out the impact that your behaviour had and how it demonstrates performance against a given objective.

8. Next steps following your appraisal

8.1. After your appraisal meeting, you should work with us to make sure that all necessary follow-up is completed. They will be reviewed and stored in accordance with our Data Protection Policy.

8.2. You can access your previous appraisal documentation at any time by contacting the Parish Clerk.

8.3. If a performance management concern has been discussed as part of the appraisal process, then we may take matters forward in line with our Performance Management Policy.

8.4. If a training or development need has been highlighted as part of the appraisal process, then this will be taken forward in line with our Training and Development Policy.

8.5. If you are unhappy with any part of the appraisal process, then you should raise this in the first instance with your appraiser. If you are not able to do this, or if the matter remains unresolved following these discussions, then you should refer to our Grievance Policy.

Training and Development Policy

1. Introduction

1.1. We understand the importance of having a clear training and development structure in place within our business. We want you to have the skills necessary to carry out your roles to the best of your ability. We want to provide opportunities for training which help you develop and grow.

1.2. This Policy:

- Explains the principles that underpin our approach to training and development
- Sets out the different types of training we can offer
- Explains the interplay between training and development, and our appraisal structure
- Sets out the process for you to request training
- Explains how we approach time off for, and paying for, external training

1.3. This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

1.4. This Policy applies to all employees of the business. It does not generally apply to workers, agency staff, self-employed contractors or volunteers (although we may offer training to any of these categories of person).

2. Our training and development principles

2.1. We are guided by the following principles:

- We will communicate the aim of your training to bolster your engagement.
- We will not discriminate in the provision of training. We will ensure that all employees have access to training and support in their development.
- We will make reasonable adjustments where necessary to the content, timing and location of training courses to support those with disabilities.
- We will conduct a cost/benefit analysis on each occasion when responding to requests for training.
- We will have a joined-up approach between our appraisal process (which is the basis of our assessment of development) and the organisation and provision of training.
- We may refuse training requests if you are under investigation in relation to a disciplinary matter, if you are absent from the business for a long period of time or if you have given or received notice of termination of employment.

- We will seek feedback from you on the effectiveness of both internal and external training.

3. Our approach to training

3.1. We will follow a four-step approach when considering a training need:

- **Assess:** We will always start with an assessment of the training need. This will be done in different ways, depending on the type of training involved. For example, it may be done by way of a one-to-one discussion between you and your line manager; it may come out of the appraisal process; it may form part of a performance management process; or it may be a more general form of training for a group within the workforce.
- **Design/source:** Having decided that a training need exists, we will design or source the relevant training. We will have regard to our own internal expertise and capabilities. We will, if appropriate, engage with external organisations for training delivery.
- **Deliver:** We will deliver the agreed training – either internally or externally – in a timely manner and in a way which is accessible to all to whom it applies.
- **Evaluate:** We will seek feedback from course attendees regarding the effectiveness of the training provided and any areas where it could be improved.

4. Different types of training

4.1. There are several different types of training which may be applicable to employees, including:

- **Health and safety training** – We will provide training in all relevant areas of health and safety to ensure a safe place and safe systems of work for all.
- **Team training** – We will assess training and development needs at a team and department level and, where appropriate, deliver team/department training on key issues.

5. How we will identify training needs

5.1. We will use our appraisal process to identify training needs. Please refer to our Appraisal Policy for more details. Where a performance issue is identified, we will consider whether training is required/suitable. Please see our Performance Improvement Policy for more details.

5.2. We encourage you to communicate any training or development needs you believe you may have. Any request for training should be made to your manager.

6. Practical considerations in relation to training and development

6.1. The following practical considerations should be borne in mind in relation to training and development:

- All training courses attended should be logged.
- You should, as soon as possible, tell your line manager about any adjustments needed to help you attend any training session.
- You are responsible for organising your attendance at any external training. Reasonable expenses may be recoverable – please check the matter with your line manager before committing to any cost.
- If you fail to attend a training session without good reason, we may deduct the cost of such training from your wages (or, if you are no longer employed by us, require you to repay us) .

Lone Working Policy

This policy sets out the Council's provisions on lone working. The Council discourages lone working and will avoid the need for employees to work alone where reasonably practicable. Where lone working is necessary, whether on a regular or occasional basis, the Council will take all reasonable steps to ensure the health, safety and welfare of employees working alone.

The Council will also ensure that a formal health and safety risk assessment is carried out to identify the hazards and risks of lone working and to devise and implement safe working arrangements so that the risks are eliminated or adequately controlled, thus enabling lone workers to carry out their work in a safe environment.

Procedure

Lone working can be safe provided employees take the following basic precautionary measures:

- ensure that another member of staff, preferably your manager, is aware you are working alone, where you are, what you will be doing and what time you expect to finish;
- make sure you have some means of communication with someone in the event of an emergency, such as a mobile phone or two-way radio;
- ensure you have access to first aid equipment;
- know where your nearest emergency exit is and the Council's emergency evacuation procedures;
- make sure intruders cannot access the premises by checking that windows and external doors are locked;
- comply with any arrangements or follow any guidance provided by the Council for lone working;
- take all reasonable steps to ensure your own safety; and
- inform your manager as soon as possible of any incidents or safety concerns

Your manager should ensure that:

- lone working is avoided as far as is reasonably practicable;
- arrangements are in place so that someone is aware of a lone worker's whereabouts at all times ;
- and a check is carried out at the end of the lone working period;
- emergency procedures are in place so that lone workers can obtain assistance if required;
- lone workers are provided with adequate information and training to understand the risks;
- safe working procedures associated with working alone;
- any employee working alone is capable of undertaking the work on their own; and
- the job can be done safely by one person.