



HONITON TOWN COUNCIL

**Handbook
for
The Clerk and Staff**

July 2013

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Definitions

You – Employee

Us – Employer (Honiton Town Council)

In the case where the employee concerned is the Clerk, all instances will need to be referred to the Chairman Of the Council

1. PROBATIONARY PERIOD

Employment with the Council is on an initial probationary period of thirteen weeks. This does not prejudice the Council's right to dismiss, in accordance with the clause contained in your written statement of particulars of employment, or matters arising from issues of discipline.

During your probationary period, your work performance and general suitability will be assessed and, if satisfactory, your employment with us will continue.

If your work performance is not up to the required standard we will review the position with you to seek a solution, possibly extend the probationary period with a further review, or terminate your employment.

At the end of your probationary period, if satisfactory, you will become a member of our permanent staff.

2. GENERAL EMPLOYMENT POLICY

The Council seeks to act as a responsible employer, using as far as is possible for a Local Council, all reasonable and contemporary personnel practices and compliance in all respects with employment law and other legislation applying at the time. In doing so it will have reference to National Local Authority and Public Sector Organisations normal practice. Terms and conditions will be kept under review and National Agreements honoured.

The Council's Employment Policy is geared to encourage and reward dedicated staff who take a professional attitude to work. The Council seeks to offer a stable and constructive working environment for staff who are prepared to work in partnership to meet the Council's aim of giving high quality service to the people of Honiton.

This Handbook provides details of the Council's personnel policies and procedures and how they will be implemented. It is for use by all staff, as well as the Council and its Committees in making decisions with respect to personnel matters. All day to day staff management decisions on personnel matters are delegated to the Clerk. Day to day matters relating to the Clerk will be dealt with by the Chairman of the Council on the Council's behalf. Procedures in law also exist for the review of problem cases for all staff by the Council and its Committees. These procedures are detailed within this Handbook.

The Handbook is supplementary to your written statement of particulars of employment. The written statement of particulars of employment indicates the specific provisions relating to your post particularly where there are a variety of contracts are in operation simultaneously.

3. NATIONAL AGREEMENT ON PAY AND CONDITIONS OF SERVICE

The Council accepts the provisions of the National Agreement on Terms and Conditions agreed annually between the National Association of Local Councils (NALC) and the Society of Local Council Clerks (SLCC). This is agreed after reference to the Joint Council for Local Government Services agreement. A National Agreement on Pay and Conditions of Service (The Green Book) is negotiated between Principal Local Authority Employers and Unions and this forms the basis of Pay and Conditions for the Council. The Green Book sets the framework by which Local Authorities establish terms and conditions. Local councils may negotiate terms and conditions, but it is the strong advice of NALC and SLCC jointly that the national terms and conditions are adhered to and in so doing must honour all the relevant provisions of employment legislation and any other legislation applying at the time. Wherever the National Agreement makes provision for changes in the structure of Local Government Pay and conditions the Council will implement them.

4. SALARY

4a) Structure

This is based on the externally evaluated and benchmarked agreement as reviewed and then jointly agreed annually between the National Association of Local Councils (NALC) and the Society of Local Council Clerks (SLCC). The salary table is published to all councils annually. Copies may be obtained from the offices of the Society.

4b) Salary Settlements

The Council undertakes to implement the agreements reached in the National Agreement as a reasonable settlement. Any changes agreed are usually, although not exclusively, implemented from the 1st April of each year.

The salary scale agreed for the post of Deputy Clerk to the Council is seventy-five percent of that of the Clerk to the Council.

4c) Incremental Progression

The Clerk to the Council and other staff should progress automatically up the salary scale to the top of their designated grade provided their performance is satisfactory (and subject to any Government guidelines at any time). They will normally be entitled to an increment, payable on the 1st April of each year along with the salary settlement figure. Once the top of the scale is reached any additional increments are at the sole discretion of the Council. Accelerated increments within the grade of the post may be given on the grounds of exceptional merit or ability.

4d) Additional Incremental Awards

Additional incremental awards over and above the scale are also made for staff achieving, or holding, the following qualifications:

- Certificate in Local Council Administration
- or
- Year One of the HNCertificate in Local Policy Studies
- then
- Year Two HNCertificate
- Diploma in Local Policy Studies
- BA(Hons) Degree Local Policy Studies (University of Gloucestershire).

If the Clerk to the Council is also appointed as the Responsible Financial Officer then this post should also attract the award of an incremental point over and above the scale.

4e) Overtime and Time Off in Lieu

Overtime is not generally paid. In general employees who are on flexitime arrangements will be expected to manage overtime worked within the flexitime system or with time off in lieu. Staff who are on fixed hours will also be expected to take time off in lieu for occasional overtime requests as part of the flexible working approach required of all employees. Time off in lieu should also be taken if there is a requirement to work on a statutory bank holiday. Certain ongoing jobs however do unavoidably require to be worked outside normal working hours, and where this is the case employees who are asked to do overtime on a regular or semi regular basis will be paid. Examples of such cases are: Minuting evening Council and Committee Meetings where this is not a normal part of an employee's role; additional hours involved in job sharing arrangements between administrative staff. The overtime rate will be standard rate and 1.5 times time for authorised hours worked greater than 37 in a week.

4f) Standby

Certain employees may have a contractual requirement to be on standby outside normal working hours. A recent ruling requires that these hours are calculated as part of the total normal hours of work (excepting excluded occupations). Where this is the case any hours exceeding the standard working hours for the local council sector will be paid as overtime.

4g) Flexible Working – Rights

Under the provisions of the Employment Act 2002 you have the right if you are a parent, partner, adopter, guardian or foster parent to request in writing flexible working arrangements if you have a child up to sixteen years of age, or if you have a child with a disability up to eighteen years of age. Your employer may refuse, but must give you reasons in writing so that you may challenge the decision at the appeals panel of the Council or at an Employment Tribunal if you do not agree.

4h) Reimbursable Expenses

Where an employee is required to travel as a requirement of their job the Council will reimburse actual expense and subsistence incurred in accordance with the scale laid down and published in the annual salaries and allowances notification.

4i) Sole Employment / Declaration of Other Employment

Whilst the Council would prefer that employees of the Council are exclusively employed by the Council, it does realise that such an exclusive contract may not be possible. In circumstances where an employee has other employment, it is a condition of the Contract of Employment that the Council is informed of the essential details of such alternative employment in order to ensure that no tax or insurance liabilities will accrue to the Council. The Council does however, reserve the right to require that any other employment that is undertaken by the Clerk to the Council or any of his/her staff does not conflict with the role or standards required to be undertaken in the public office of the Clerk to the Council.

4j) Declaration in relation to deduction from wages

The following provision is an express written term of your contract of employment in accordance with Section 13 Employment Rights Act 1996.

If you have taken more holiday than you have earned at the termination of your employment on a pro rata basis the appropriate deduction will be made from any final payment due to you from us.

5. BENEFITS

5a) Pension & Gratuity Arrangements

Staff have an automatic right following their probationary period to join the Local Government Pension Scheme operated by the County Council. Details of the scheme may be obtained from the pension's administrator at the County Council.

Scheme members contribute a percentage of salary (depending on grade and joining date) and the Council also contributes at the rate determined by the scheme management.

5b) Death in Service

You should notify your Council of the name of your nominated next-of-kin. In the event of your death in service any salary or pension due to you will be paid to the person nominated.

5c) Annual Leave

The holiday year runs from 1 April to 31 March. All employees are entitled to 5.6 weeks annual leave and there are increments for length of service. For example if you work five days per week, your annual leave entitlement is $5 \times 5.6 = 28$ days. if you work 10 hours per week, your entitlement is $10 \times 5.6 = 56$ hours. The Clerk and Deputy Clerk are entitled to additional leave due to the nature of their roles. This entitlement includes any time off taken on Bank or Public Holidays. Please Refer to your contract of employment for specific details of your entitlement.

As a small organisation leave planning is very important for the smooth running of the Council. It is Council policy that sufficient staff should be available to provide an appropriate level of service in each department with appropriate management cover in place. Leave will be granted strictly on a first come first served basis, so it follows that leave planned well in advance has the best chance of being granted.

All leave must be authorised in advance by the Clerk and be recorded. The equivalent of one week's leave, which is not taken before the end of the financial year, may be carried over to the following year by arrangement.

5d) Sickness During Annual Leave

If an employee is certified sick when on annual leave, the time off will be considered as sick leave from the date of a medical certificate and further annual leave shall be suspended from that date. However, if an employee goes away from home to enjoy a holiday while on certificated sick leave, the annual leave will not be reinstated. If the claim of sickness is not supported by a medical certificate then the absence shall be counted as annual leave.

5e) Public and Extra Statutory Holidays

There are currently 8 days public holidays each year, which are included in your annual leave entitlement.

5f) Working on a public holiday

Notwithstanding the above, you may be required to work on any or all of the public holidays. If you work on one of the above days, you will be paid as normal.

5g) Special Leave

The Clerk is authorised to grant up to five days special leave with pay on each occasion on compassionate grounds (close family bereavement, family illness).

5h) Public Duties

In accordance with section 29 of the Employment Protection (Consolidation) Act 1978, the Council has agreed to allow reasonable time off during working hours with prior agreement with the Clerk, to carry out public duties as follows:-

School Governor paid leave of absence to attend meetings of the governing body of a school but not of any sub-committees or working parties set up by that body.

Justice of the Peace paid leave of absence in order to serve as a Justice of the Peace provided that the service does not interfere with normal office duties.

Councillor up to 18 days paid leave of absence to any employee who is elected as a councillor for another authority. No more than three days may be taken in any one month.

5i) Maternity/Paternity/Adoption Leave (Employment Act 2002)

Maternity Leave

In the event that you wish to take maternity leave you should, at the earliest opportunity, discuss your plans with the Clerk who will advise on eligibility criteria, leave entitlements and pay rates which are current at the time.

Subject to meeting the criteria, a woman is entitled to 26-weeks ordinary maternity leave (OML) followed by 26-weeks additional maternity leave (AML).

You do not have to take both OML and AML but you must take at least 2 weeks OML.

Following a period of OML you will be entitled to return to the same job with the same terms and conditions.

If you also take AML, you will be entitled to return to the same job but sometimes this may not be reasonably practicable and in this case you are entitled to be offered a job of equal status with no less favourable terms than you held before your maternity leave.

By mutual agreement with us, during your maternity leave, you can be paid for up to 10 Keeping in Touch days without jeopardising your entitlement to maternity pay.

Maternity Pay

Subject to meeting the criteria, whilst on maternity leave, a woman is entitled to up to 39 weeks maternity pay, which is paid at the relevant rates: 6 weeks at 90% of normal pay followed by 33 weeks at the current Statutory Maternity Pay (SMP) rate or 90% of normal pay (whichever is lower). If you are not entitled to maternity pay you may qualify for Maternity Allowance.

Notification Periods

- An employee must provide a form Mat B1 and notify her employer of her intention to take maternity leave, and the date such leave is due to commence, no later than the beginning of the 15th week before the expected week of childbirth.
- We will confirm the details of your maternity leave and pay, including your return to work date, within 28 days of your notification to us.
- An employee is allowed to change her mind about the date she intends to commence her maternity leave providing she gives her employer at least 28-days notice prior to the leave commencement date.
- If the employee wishes to change her return to work date, she must give 8 weeks notice.

During Pregnancy

During pregnancy you are entitled to reasonable time off with pay to attend ante-natal care or parent-craft classes as required by your doctor. We may require you to produce evidence that an appointment has been made.

We will also do a risk assessment to ensure that you and your baby are not subjected to unnecessary risks in the workplace. This may mean making some reasonable adjustments to your duties.

Unfair Dismissal

It is automatically an unfair dismissal if an employee is dismissed for matters related to pregnancy.

Paternity Leave

Expectant fathers and partners of expectant mothers, including same sex partners may be eligible for Paternity Leave and Statutory Paternity Pay. You should contact the Clerk at the earliest opportunity, who will advise on eligibility criteria, leave entitlements and pay rates which are current at the time.

Adoption Leave

If you are planning to adopt a child, you may be entitled to Adoption Leave. You should contact the Clerk at the earliest opportunity, who will advise on eligibility criteria and leave entitlement.

Parental Leave

In addition to the above entitlements, you may also be eligible for unpaid Parental Leave. You should contact the Clerk, who will advise on eligibility criteria and leave entitlement.

5j) Sickness

If you fall ill you should notify the Clerk or have someone do so on your behalf.

First Day

If you are unable to attend work you must notify the Clerk as soon as possible on the first day of absence. A telephone call from you, a relative or friend will be sufficient.

Fourth Day

If you are still unable to return to work you must notify the Clerk of your continuing ill health, giving a diagnosis and expected date of return.

Eighth Day

If you are sick for more than seven consecutive days (including Saturday and Sunday) you must submit a doctor's medical certificate to the Council.

5k) Absence through continued sickness

The Council may request that you be medically examined by an Occupational Physician of its choice, and at its expense, in the event of a period of continuous long term certified sickness in excess of three months duration.

6. CONDITIONS OF EMPLOYMENT

6a) Your written statement of particulars of employment must include the following:

- a) The names of the employer and employee;
- b) Either the place of work or, where the employee is required or permitted to work at various places, an indication of that and of the address of the employer;
- c) The date on which the employment began;
- d) The date on which the employee's period of continuous employment began (Which may differ from the date in (c)) – taking into account any employment with a previous employer that counts towards that period;
- e) The title of the job that the employee is employed to do or brief description of the work which the employee has been employed to do;
- f) The scale or rate of remuneration (wages, salary, etc.) expressed as an hourly, weekly, monthly or annual figure, or the method to be used for calculating remuneration;
- g) The intervals at which wages or salary are to be paid (eg. Weekly or monthly);
- h) Any terms and conditions relating to hours of work (including any terms and conditions relating to normal working hours);
- i) Any terms and conditions relating to the employee's entitlement to holidays, including public holidays, special holidays and holiday pay (the particulars given being sufficient to enable the employee's entitlement, including any entitlement to accrued holiday pay on the termination of employment to be precisely calculated);
- j) Any terms and conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay;

- k) Any terms and conditions relating to pensions and pension schemes, plus a note stating whether there is in force a contracting-out certificate (Issued in accordance with Chapter 1 of Part III of the Pension Schemes Act 1993) stating that the employment is contracted-out employment (for the purposes of that part of the Act);
- l) The length of notice that an employee is to give and receive to terminate his/her contract of employment;
- m) Where the employment is not intended to be permanent, the period for which it is expected to continue, or if it is for a fixed terms, the date when it is to end; and
- n) particulars of any collective agreement that directly affects the terms and conditions of employment, including (Where the employer is not a party to such an agreement) the names of the parties by whom the agreement was made;

6b) Working Hours

The standard working week is one of 37 hours excluding meal breaks. Individual employees' specific hours will be dependent on contractual arrangements and will be detailed in their Statement of Main Terms and Conditions of Employment. Employees on part time contracts working less than 37 hours will have such benefits as pay and leave calculated pro rata to the standard working week.

6c) Annualised hours

Annualised hours contracts are appropriate where the requirements of the job are seasonal in nature. Working hours are agreed for the whole year rather than for a week. In "High Season" more than the standard weekly hours are worked while this is offset by less than standard hours in the off season.

6d) Fixed Hours

Due to the nature of their roles some employees will have contracts which specify fixed hours. While these hours will be those normally worked there may on some occasions be a requirement for some flexibility due to a requirement for additional working. Except where covered by overtime provisions outlined above any additional hours worked will be compensated by Time off in Lieu.

6e) Time Off

Time off may be required for medical or dental appointments. Where such time off is required it will only be granted at the discretion of the Clerk. Where possible, such appointments should be outside normal working hours.

6f) Time Off for Dependants

Under the Employment Rights Act 1996 s. 57A, all employees are entitled to be granted reasonable time off during working hours in order to take action necessary in circumstances of the:

- illness of a dependant, a birth, injury or assault;
- to make arrangements for the provision of care for a dependant;
- in consequence of the death of a dependant
- because of an unexpected disruption or termination of arrangements for the care of a dependant;
- to deal with an incident that involves an employee's child which occurs unexpectedly during school/college hours

7. TERMINATION OF EMPLOYMENT

7a) Notice

The minimum periods of notice to which you are entitled are:-

<u>Period of continuous employment</u>	<u>Minimum notice</u>
During probationary period	1 week
Following probationary period	4 weeks
Five to twelve years	1 week for each complete year of service

The minimum period of notice of termination of your employment which you are required to give is not less than four weeks once the probationary period has ended.

7b) Redundancy Arrangements

If circumstances arise where redundancy may be a possibility the first steps will be to consult with all employees with a view to seeking an agreed solution by :

- Reducing overtime to a workable minimum.
- Restricting recruitment.

If redundancies are unavoidable, consideration will first be given to any applications for voluntary redundancy, where acceptable.

If selecting employees for redundancy is necessary, the criteria for selection will be discussed with you at the time. A fair procedure will be applied. At all times the overriding consideration will be the future operation of the Council.

The Council will make efforts on your behalf to find you another suitable position with the same status and remuneration in so far as may be reasonable to do so.

7c) Retirement

There is no Normal Retirement Age applied to persons working in the 4th tier sector local government. Continuation of employment is a matter for agreement between the employee and the employer.

7d) Termination of employment by employee without giving notice

If you terminate your employment without either giving or working the required period of notice as indicated in your employment contract, you will have an amount equal to the balance of notice period not worked deducted from any termination pay which may be due to you.

This is an express written term of your employment contract in accordance with the Employment Rights Act 1996 s.13.

7e) Performance

A satisfactory performance is a basic contractual requirement. You have a duty to monitor your own performance and to take advantage of appropriate training opportunities as they arise. You should also seek opportunities to improve the way things are done either on your own initiative, if appropriate or in conjunction with your colleagues and management. This will help to maintain the overall quality and cost effectiveness of the services offered and to ensure the continued viability of the employment the Council offers.

Annual Development Review (Appraisal):

The Council will ask you to take part in an annual development review. This is done both to build on your strengths for your future development and that of the Council and at the same time offer support/training in the case of any weaknesses. The reviews should be seen as a positive process, beneficial to both the employee and the Council.

7f) Conduct Guidelines

There is a code of conduct based on guidelines issued by local government that should be observed:

i) Behaviour at Work

We must all behave with civility towards others. Rudeness or abuse of any description cannot be tolerated from or towards other members of staff, Councillors or members of the public.

Everyone must all use their best endeavours to promote the interest of the Council.

Involvement in activities which could be construed as being inappropriate to the position of a person working in the public sector will be the subject of discussion with you and may lead to disciplinary proceedings.

Confidential information regarding the Council's business must not be disclosed to anybody either during or after the termination of your employment.

All reasonable instructions from your line manager are to be carried out.

Intoxication at work either as a result of alcohol or drugs will result in disciplinary action.

Any incidence of harassment, abuse, victimisation or intimidation will be investigated and sanctions imposed on the perpetrator(s) through the proceedings open to the Council by its internal processes or in law.

ii) Standards

Local government employees are expected to give the highest possible standard of service to the public and, where it is part of their duties, to provide appropriate advice to Councillors and fellow employees with impartiality. Employees will be expected, through agreed procedures and without fear of recrimination, to bring to the attention of the appropriate level of management any deficiency in the provision of service. Employees must report to the appropriate manager any impropriety or breach of procedure.

iii) Smoking, Alcohol and Drugs

Smoking is prohibited in all Council premises. You should not at any time bring onto the Council premises any alcohol or illegal substances (other than those prescribed by your doctor) with the permission of the clerk.

iv) Safety & Risk Management

Both with regard to safety and appearance work areas must be kept clean and tidy at all times. Documents should not be kept on desks and should be filed and locked away as appropriate.

v) Disclosure of Information

It is generally accepted that open government is best. Legislation requires that certain types of information must be available to Members, auditors, government departments, service users and the public. Generally the Council will only restrict discussion about confidential personal and commercial matters (Data Protection Act 1998 & the Freedom Of Information Act 2000) and be open about all other matters in the course of conducting its business.

vi) Statements to the Press/Media

You must not make any statements to the press or media without the prior clearance and authority of the Clerk. See Appendix 6 for the Town Council's Media Communications Policy.

vii) Confidentiality

Any information which:

- Is or has been acquired by you during or in the course of your employment, or has otherwise been acquired by you in confidence;
 - Has not been made public by the Council, or you have not been authorised to disclose:-
- shall be confidential and, unless required by law, you shall not, either before or after the termination of your employment, disclose such information to any person without the Council's prior written consent.

You shall exercise reasonable care to keep safe all documents or other material containing confidential information, and on the termination of your employment, or at any other time, upon demand return to us any such material in your possession.

viii) Political Neutrality

Employees serve the authority as a whole. It follows they must serve all Councillors equally, and must ensure that the individual rights of all Councillors are respected. Subject to the Council's conventions, employees may also be required to advise political groups. They must do so in ways which do not compromise their political neutrality. Employees, whether or not politically restricted, must follow every lawful expressed policy of the Council and must not allow their own personal or political opinions to interfere with their work.

ix) Relationships - Councillors

Employees are responsible to the Council as a whole. For some, their role is to give advice to Councillors and managers and all are there to carry out the Council's work. Mutual respect between employees and Councillors is essential to good local government. Close personal familiarity between employees and individual Councillors can damage the relationship and prove embarrassing to other employees and Councillors and should therefore be avoided.

x) The Local Community and Service Users

Employees should always remember their responsibilities to the community they serve and ensure courteous, efficient and impartial service delivery to all groups and individuals within that community as defined by the policies of the Council.

xi) Contractors

All relationships of a business or private nature with external contractors, or potential contractors, should be made known to the Clerk. Orders and contracts must be awarded on merit, by fair competition against other tenders, and no special favour should be shown to businesses run by, for example, friends, partners or relatives in the tendering process. No part of the local community should be discriminated against.

Employees who engage or supervise contractors or have any other official relationship with contractors and have previously had or currently have a relationship in a private or domestic capacity with contractors, should declare that relationship to the Clerk.

xii) Appointment and other employment matters

Employees involved in appointments should ensure that these are made on the basis of merit. In order to avoid any possible accusation of bias, employees should not be involved in an appointment where they are related to an applicant, or have a close personal relationship outside work with him or her. Similarly, employees should not be involved in decisions relating to discipline, promotion or pay adjustments for any other employee who is a relative, partner, etc.

xiii) Intellectual Property

Employees should take advice on the ownership of intellectual property or copyright created during their employment.

xiv) Trade Union Membership

You are under no obligation to join a Trade Union. You are free to join or not join any Trade Union of your choice.

An employee who is an official of an independent Trade union recognised by the employer must be granted time off to attend to duties.

An employee who is a learning representative of the Trade Union recognised by the employer must be granted time off under TULRCA 1992 s.168A, as inserted by s. 43 of the Employment Act 2002 for the purpose of analysis of learning and training needs, the provision of information and advice on learning and training matters, the promotion of the values of learning and training. The employer's obligation to allow time off is subject to a reasonable test.

xv) Personal Interests

Employees must declare to the Council or the Clerk any financial interests which could conflict with the Council's interests. Employees should also declare to the Council or the Clerk membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership or conduct.

xvi) Discrimination and Equality issues

All Council employees should ensure that the Council's Equalities Policy (see appendix 1) is complied with in the spirit as well as the letter of the law. All members of the local community, customers and other employees have a right to be treated with fairness and equity.

xvii) Separation of Roles - Tendering

Employees involved with tendering processes must exercise fairness and impartiality when dealing with all customers, suppliers, other contractors and sub-contractors.

Employees who are privy to confidential information on tenders or costs for either internal or external contractors should not disclose that information to any unauthorised party or organisation.

Employees should ensure that no special favour is shown to current or recent former employees or their partners, close relatives or associates in awarding contracts to businesses run by them or employing them in a senior or relevant managerial capacity.

xviii). Corruption

Employees must be aware that it is a serious criminal offence for them corruptly to receive or give any gift, loan, fee, reward or advantage for doing, or not doing, anything or showing favour, or disfavour, to any person in their official capacity. If an allegation is made it is for the employees to demonstrate that any such rewards have not been corruptly obtained and such allegations, if proven, will be treated as instances of gross misconduct.

xix) Use of Financial Resources

Employees must ensure that they use public funds entrusted to them in a responsible and lawful manner. They should strive to ensure value for money to the local community.

xx) Hospitality

Employees should only accept offers of hospitality if there is a genuine need to impart information or represent the local Council in the community. Offers to attend purely social or sporting functions should be accepted only when these are part of the life of the community or where the Authority should be seen to be represented. They should be properly authorised and recorded. When hospitality has to be declined those making the offer should be courteously but firmly informed of the procedures and standards operating within the Council.

Employees should not accept significant personal gifts from contractors and outside suppliers, although you may keep insignificant items of token value such as pens, diaries, etc.

Acceptance by employees of hospitality through attendance at relevant conferences and courses is acceptable where it is clear the hospitality is corporate rather than personal, where the Council gives consent to attendance in advance and where purchasing decisions are not compromised. Where visits to inspect equipment, etc. are required, employees should ensure that Council meets the cost of such visits to avoid jeopardising the integrity of subsequent purchasing decisions.

xxi) Sponsorship - Giving and Receiving

Where an outside organisation wishes to sponsor or is seeking to sponsor a Council activity, whether by invitation, tender, negotiation or voluntarily, the basic conventions concerning acceptance of gifts or hospitality apply. Particular care must be taken when dealing with contractors or potential contractors.

Where the Council wishes to sponsor an event or service neither an employee nor any partner, spouse or relative must benefit from such sponsorship in a direct way without there being full disclosure to an appropriate manager of any such interest. Similarly, where the Council through sponsorship, grants, aid, or by other means, gives support in the community, employees should ensure that impartial advice is given and that there is no conflict of interest involved.

8. HARASSMENT, BULLYING, ABUSE AND INTIMIDATION

8.1) Introduction

Many people in our society are victimised and harassed, abused, bullied & intimidated as a result of their race, creed, colour, nationality, sex, disability, sexual orientation or gender re-assignment. Harassment, abuse, bullying & intimidation can take many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, harassment, abuse, bullying & intimidation is always serious and is totally unacceptable.

The Council recognises that personal harassment, abuse, bullying & intimidation can exist in the workplace as well as outside and that this can seriously affect employees' working lives by interfering with their job performance or by creating a stressful, intimidating and unpleasant working environment.

8.2) Policy

The Council deplores all forms of personal harassment, abuse, bullying & intimidation deriving from whatever source and seeks to ensure that the working environment is sympathetic to all the Council's employees.

The Council has published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.

The Council recognises that it has a duty to implement this policy and all employees and Councillors are expected to comply with it. Failure to comply by whomsoever will result in the most vigorous action, including reporting the person to the appropriate agency, or taking legal action against the offender(s).

8.3) Examples of harassment, bullying & intimidation

Harassment, abuse, bullying & intimidation can take many forms and members of staff or Councillors may not always realise that their behaviour constitutes harassment. Harassment, abuse, bullying & intimidation is unwanted behaviour by one member of staff towards another, or a Councillor(s) towards a member of staff, and examples of harassment, abuse, bullying & intimidation include:

- Insensitive jokes and pranks
- Lewd or abusive comments about appearance
- Deliberate exclusion from conversations
- Displaying of abusive or offensive writing or material
- Unwelcome touching
- Remarks concerning race, religion, gender, sexual-orientation, disability

8.4) Complaining about personal harassment

i) Informal Complaint

The Council recognises that complaints of harassment, abuse, bullying & intimidation and particularly of sexual harassment, can sometimes be of a sensitive nature and that it may not be appropriate for you to raise the issue through the normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior member of staff of your choice, whether or not that person has a direct supervisory responsibility for you.

If you are the victim of minor harassment, abuse, bullying & intimidation you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally, then you should hand a written request to the harasser - or the senior member of staff noted above, who will assist you in the matter.

ii) Formal Complaint

Where the informal approach fails or if the harassment, abuse, bullying & intimidation are more serious, you should bring the matter to the attention of the most senior appropriate person as a formal written complaint and again, the senior member of staff noted above will assist you in this. You should keep diary notes of the cause of your complaint so that the written complaint can include:-

- The name of the alleged harasser, abuser, bully
- The nature of the alleged harassment, abuse, bullying & intimidation
- The dates and times when the alleged incident(s) occurred
- The names of any witnesses
- Any action already taken by you to stop the alleged incident(s)

On receipt of a formal complaint the Council will take action to separate you from the alleged harasser, abuser, and bully to enable an uninterrupted investigation to take place. This may involve a temporary transfer of your duties or exceptional leave with full salary until the matter has been resolved.

The person dealing with the complaint will carry out a thorough investigation in accordance with the Council's Disciplinary Policy. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

When the investigation has been concluded a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser, abuser, and bully. If you or the alleged harasser, abuser, bully are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered before the final report is sent, in writing, to you and the alleged harasser.

General notes about Harassment, Abuse, Bullying & Intimidation

If the report concludes that the allegation is well founded, the person(s) complained of will be subject to disciplinary action in accordance with the Council's Disciplinary Policy. If the matter is of such a serious nature that the powers of the Council are deemed inadequate to deal with the matter satisfactorily then the Council will take legal advice.

An employee who receives a formal warning or who is dismissed for harassment may appeal against the disciplinary action by using the disciplinary appeal procedure.

If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is untrue and has been brought with malicious intent, disciplinary action may be taken against you.

If the matter involves a Councillor the Council will use its Complaints Procedure to deal with the matter, or if the matter is of such a serious nature that the powers of the Council are deemed inadequate to deal with the matter satisfactorily then the Council will take legal advice.

9. GRIEVANCE AND DISCIPLINE – DISPUTE RESOLUTION

Full details of the Council's Policies on Grievance and Discipline are given in Appendices 3 & 4.

10. COUNCIL PROPERTY

Use of Council property for a purpose other than normal duties is not permitted. No property is to be taken away from Council premises without prior explicit permission. You must notify the Clerk of any damage to the property or premises immediately.

11. HEALTH AND SAFETY

Full details of the Council's Policy on Health and Safety are given in Appendix 2.

12. IT VIRUS PROTECTION PROCEDURES

In order to prevent the introduction of virus contamination into the computer software and computer hardware system, the following procedures must be observed:

- Unauthorised software must not be used.
- All software must be virus checked using standard testing procedures before being used.

13. GENERAL MATTERS

13.1) Changes in Personal Details

You must notify us of any change of address, next-of-kin etc, so the Council can maintain accurate information on its records and make contact with you in an emergency. Such changes should be advised to the Clerk.

13.2) Payment of Salaries and Wages

The Employment Rights Act 1996 requires that you will receive a pay slip showing how the total amount of your salary/wages has been calculated. This must show all the deductions made and the reasons

for them, e.g. Income Tax, National Insurance Contributions etc. Any queries that you may have should be raised initially with the Clerk.

13.3) Indemnity

The Council undertakes to indemnify you from any acts of omission or commission that are carried out by you while acting in good faith on the Council's business.

13.4) Policies

All employees should adhere to all policies of the Council.

SignedChairman

Signed Clerk

Date