



**SAWBRIDGEWORTH TOWN COUNCIL**

# **STAFF HANDBOOK**

**September ~~2014~~ 2017**

## WELCOME & INTRODUCTION LETTER

Sawbridgeworth Town Council  
Sayesbury Manor,  
Bell Street,  
Sawbridgeworth  
CM21 9AN

We extend a warm welcome to you on joining our council and hope that you will become a happy and valuable member of our excellent team.

The council needs all of our staff to be enthusiastic and competent in their various roles and wants to try to ensure that you are able to play your part to the best of your ability for mutual benefit.

Please study the contents of this handbook carefully. It contains a great deal of helpful information as well as our rules and regulations. If you require clarification about any of its contents, please discuss them with the Town Clerk.

Yours sincerely

Town Mayor

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## 1. Probationary Period

You have joined the Council 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 and will receive a contract of employment.

## 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 normative practice. Terms and conditions will be kept under review and National Agreements (see below) 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 the administrative area.

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 and 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 Mayor 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 (Contract). 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. They will normally be entitled to an increment, payable on 01 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
- Year One of the HNCertificate in Local Policy Studies
- 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) Extra Hours and Time Off in Lieu**

Staff who are on fixed hours will also be expected to take time off in lieu for occasional extra hours 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; regular street cleansing requirements at weekends, cemetery gate locking, caretaking work after midnight and cemetery work outside normal working hours (which can be recovered from the customer).

#### **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 six 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 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 The Clerk to the Council is exclusively employed by the Council, it does realise that such an exclusive contract may not be possible. In circumstances where the Clerk has other employment, it is a condition of this 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, Deputy Clerk to the Council or Assistant Clerk to the Council 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 to join the Local Government Pension Scheme operated by 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. Members receive a lump sum (tax free under current legislation) and a standard pension on retirement. Both of these are based on the employee's length of reckonable service in the pension scheme and their pensionable earnings. The scheme has provision for early retirement, ill health retirement and widows/widowers pensions. Members may be able to top up their benefits, subject to Inland Revenue Regulations, by purchasing added years or making Additional Voluntary Contributions.

### **Local Authority ex-gratia payments to staff**

Being conscious that their employees are paid from public funds local authorities are rightly cautious about making ex-gratia payments to staff (ie. payments which they are not contractually bound to make). The latest in a line of recent cases which show that in many situations it can be lawful for a local authority to make such ex-gratia payments is reported in this month's Industrial Cases Reports (ICR) ([Barking & Dagenham LBC v Watts \[2003\] ICR 2059, High Court ChD](#))

### **5b) Death in Service**

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

### **5c) Annual Leave**

The holiday year runs from 1 April to 31 March.

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.

All leave must be agreed in advance be recorded and authorised on the staff members leave record. Up to five days annual leave, which is not taken before the end of the financial year, may be carried over to the following year by arrangement.

The calculation of your annual leave commences from the first day of your employment. You are entitled, in addition to the normal bank and public holidays, to take twenty- working days in each leave year and you will be paid your normal agreed remuneration during such annual leave.

The minimum annual leave entitlement will increase to twenty-five working days when you have completed not less than five years of continuous service immediately prior to the commencement of the leave year.

In addition to general national holidays, you will be entitled to two extra statutory days (the timing of these extra-statutory holidays will be by mutual arrangement will be determined by The Clerk).

If you join the council from another authority your previous service will be taken into account in calculating your holiday entitlement.

If your employment commenced or terminates part way through the leave year, your holidays during that year will be assessed on a pro rata basis. Deductions from final salary due to you on termination of employment will be made in respect of any leave taken in excess of entitlement.

Holidays must be taken at times agreed with the council. By mutual agreement no more than five days leave may be carried forward to the next leave year.

*NB:*

*1) the number of hours is based on a 7.4 hour standard working day.*

*2) Part-time and job share employees receive a pro rata leave entitlement and depending on their work pattern, it may be allocated on an annual hours basis.*

#### **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 sicknesses not supported by a medical certificate then the absence is counted as annual leave.

#### **5e) Public and Extra Statutory Holidays**

There are 8 days public holidays each year.

Part Time Employees who do not work every day of the week or who work an irregular number of hours each day receive the entitlement to public holidays and extra statutory days by way of an addition to their leave. (Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000). The entitlement is based on the number of contractual hours and, for example, an employee who works 20 hours per week on a Monday, Wednesday and Friday would be entitled to:  $20/37 \times 7.4 = 4$  hours. For job sharers public holidays and extra statutory days will be divided between job sharers pro rata to the number of hours worked.

#### **5f) Working on a public holiday**

You may be required to work on any or all of the above public holidays.

If you work on one of the above days, you will be paid as normal and entitled to take one day off in lieu at a mutually agreed date.

#### **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 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).

In the event that an eligible employee is seeking to take maternity leave they should, at the earliest opportunity, discuss their plans with the Council/Clerk who will advise on leave entitlements and pay rates which are current at the time.

Maternity, Paternity and Adoption Leave and related issues were either introduced or amended in the Employment Act 2002. In force from the 6<sup>th</sup> April 2003. In maternity cases the amended regulations apply to expectant mothers whose expected week of childbirth is on or after the 6<sup>th</sup> April 2003.

### The Maternity and Parental Leave (Amendment) Regulations 2 2002/2789

- Extend the leave provisions. A woman is now entitled to 26-weeks ordinary maternity leave (OML) followed by 26-weeks unpaid additional maternity leave (AML).
- Increase the minimum period of notice that must be given to employers for Statutory Maternity Pay (SMP) from 21-weeks to 26-weeks

### Notification Period

- A employee must notify her employer of her intention to seek maternity leave, and the date such leave is due to commence, no later than the beginning of the 15<sup>th</sup> week before the (EWC)
- For an employee who wishes to return to work at the end of the maternity leave period, the notification period is now 28-days
- 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

### Unfair Dismissal

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

### 5j) Sickness

Entitlements to sickness allowance are as follows:-

| <u>Service not Exceeding</u> | <u>Full Pay</u> | <u>Half Pay</u> |
|------------------------------|-----------------|-----------------|
| 4 months                     | 1 month         | Nil             |
| 1 year                       | 1 month         | 2 months        |
| 2 years                      | 2 months        | 2 months        |
| 3 years                      | 4 months        | 4 months        |
| 4/5 years                    | 5 months        | 5 months        |
| Remainder                    | 6 months        | 6 months        |

**N.B.** For the purposes of calculating ‘half’ pay, the rate of pay for the agreed salary month will be used.

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

**First Day** If you are unable to attend work you must notify your manager 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 Town 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 excesses of three months duration.

### **5l) Insurance Premiums**

If the Town Clerk is required to use his/her car for council business purposes then the council will reimburse the amount according to the rate set down in the NALC/SLCC agreement.

## **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 employees 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 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) Flexible Working – Parental Rights to Request**

The council recognises that its success depends on a partnership between Council and staff and that in order to accommodate both the needs of the operation and the needs of individuals and depending on an individual's position certain types of flexible working scheme may be appropriate. You have the right to request this under the Flexible Working Arrangements legislation if you have a child up to age six or a disable child up to age 18. The council may refuse for objective business reasons and must give them to you in writing. You may appeal to an Employment Tribunal against that decision.

#### **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**

- Four weeks or more, but less than two year's continuous service  
1 week
- Two years or more, but less than 12 years continuous service  
1 week for each year of continuous employment
- 12 years or more continuous service  
not less than 12 weeks' notice

The minimum period of notice you are required to give to the Council to end your employment is 1 month.

### **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:

- Reduce overtime to a workable minimum.
- Restrict recruitment.

If redundancies are unavoidable, consideration will first be given to the retirement of employees over the normal retirement age and 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 1st tier sector local government. Continuation of employment beyond the statutory NRA (See Age Discrimination Act in force 1.10.2006), 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. We do this 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, which we believe are 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
- ii). Standards
- iii). Smoking, Alcohol & Drugs
- iv). Safety & Risk Management
- v)) Disclosure of Information
- vi) Statements to the Press/Media
- vii) Confidentiality
- viii) Political Neutrality
- ix) Relationships
- x) The Local Community and Service Users
- xi) Contractors
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- xix) Use of Financial Resources
- xx) Hospitality
- xxi) Sponsorship - Giving and Receiving

### **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 our 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 councils 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**

You should not at any time bring onto the council premises any alcohol or drugs (other than those prescribed by your doctor).

**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 department, 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.

**vii) Confidentiality**

Any information which has either 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 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 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 authority 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 authority'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 individual within that community as defined by the policies of the authority.

#### **xi) Contractors**

All relationships of a business or private nature with external contractors, or potential contractors, should be made known to the Town 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 Town 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 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 employers obligation to allow time off is subject to a reasonable test.

**xv) Personal Interests**

Employees must declare to the council or an appropriate officer any financial interests which could conflict with the council's interests. Employees should also declare to an appropriate officer 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 policies relating to equality issues as agreed by the council are 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 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 meet 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 & Intimidation Policy & Procedure**

### **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 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) 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 our 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 and 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 a senior member of staff, who will assist you in the matter.

### **8.5) 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 procedure. 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 internal disciplinary procedure. 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 our 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 will be taken against you.

If the matter involves a councillor the council will use its internal 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**

### **9.1) Conciliation and Mediation**

Before resorting to formal procedures from the employee or from the council it is the policy of the council that discussions between both parties should be entered into with the express purpose of resolving the matter through a process of mediation seeking conciliation. Where necessary the council will seek the services of an external expert to forward this process to each a conclusion satisfactory to both parties in the dispute.

### **9.2) Redress of Grievance**

You must apply in writing to the Chairman for the time being of the Council for redress of any grievance relating to your employment and/or any disciplinary decision applied to you (Employment Act 2002) (Dispute Resolution Regulations 2004) and the Chairman shall report any such application to a duly convened Grievance Panel meeting of the Council held in the absence of the public and the press and the matter shall thereupon be discussed and a decision reached by the Panel after using the 3-stage or 2-stage process, after you have had an opportunity, should you wish to explain, either personally or by a representative present with you orally to the meeting. The decision of the Grievance Panel will be referred to the full council for ratification. Should you be dissatisfied with the Council's decision you have the right to make an appeal to the Appeals Panel of the Council. If a matter under this clause concerns the interpretation of any of the clauses relating to your contract or job description, that part of the dispute shall be referred in writing jointly to a joint panel of the National Association of Local Councils and the Society of Local Council Clerks and their joint decision shall be binding upon the parties hereto.

Under the provisions of the 1999 Employment Relations Act s.10 you have the right to have a representative of your choice present at any Grievance or Disciplinary hearing.

### **9.3) Disciplinary Rules**

Before any disciplinary action of any kind is taken by the council, a notice in writing giving details of the matter signed by the Chairman and authorised by the council shall be given to you and you together with an adviser if this is so desired, shall be given a full opportunity to answer the complaint at a meeting of the Council Disciplinary Panel held in the absence of the public and the press. Should you be dissatisfied with the council's decision you have the right to make an appeal to the Appeals Panel of the Council.

Under the provisions of the Dispute Resolution Regulations 2004 the council is required to have in place a Grievance & Discipline Policy and must undertake to deal with any Discipline and Grievance matter using a Resolution of Dispute process. Should disciplinary proceedings be brought against you the council will be obliged under the section of the Employment Act 2002 to apply the 3-stage or 2-stage

process. If you remain dissatisfied then your recourse is to an Employment Tribunal. Under the provisions of the 1999 Employment Act s. 10 you have the right to have a representative of your choice present at any Grievance or Disciplinary hearing.

A copy of the Discipline and Grievance Policy and all other policies of the council are contained in the documentation given to you. (Available at....).

Every effort will be taken to ensure that action taken under this procedure is fair and takes account of the principle of natural justice.

You will always be given information about what is alleged against you together with the opportunity to state your case and appeal against any decision you consider to be wrong and / or unjust.

#### **9.4) Gross Misconduct**

Where an employee is found guilty of gross misconduct he or she has the right of appeal against the decision. If the appeal fails then the result may well be summarily dismissal.

The following are some examples of conduct that are considered to amount to gross misconduct.

- Failure to maintain the accounting standards required by Audit Commission Regulations;
- Deliberate falsification of any records, including time sheets, absence records etc, in respect of yourself or a fellow employee;
- Serious breaches of the health and safety rules which endanger the lives of any other person;
- Intoxication, either caused by alcohol or drugs, dangerous behaviour, fighting or physical assault;
- The theft of money or property, whether this belongs to us, a fellow employee, or any third party;
- Gross insubordination and/or the refusal to carry out legitimate instructions given by a supervisor or manager;
- Any use of work computer equipment for the purpose of accessing pornographic or other indecent material via the Internet;
- The destruction, damage or sabotage of property
- Any breach of legislation which directly affects your ability to carry out your duties and/or the expected standards of a person working in the public service;
- Any act of dishonesty;

### 9.5) All disciplinary action taken against you is based on the following procedure:

| <u>Offence</u>                | <u>First Occasion</u>            | <u>Second Occasion</u>                 | <u>Third Occasion</u>                  | <u>Fourth Occasion</u> |
|-------------------------------|----------------------------------|--|--|------------------------|
| <b>Unsatisfactory Conduct</b> | Verbal warning recorded on file  | Written warning recorded on file       | Final written warning recorded on file | Dismissal              |
| <b>Misconduct</b>             | Written warning recorded on file | Final written warning recorded on file | Dismissal                              |                        |
| <b>Gross Misconduct</b>       | Dismissal                        |  |  |                        |

### 9.6) Duration of warnings

Except in certain cases it is not the council's intention for any form of warning to remain on your employee file indefinitely. Provided your conduct improves and remains at an acceptable level, warnings will be disregarded as follows:

**Verbal warnings** - disregarded after a six-month period, unless the particular offence is repeated or relates to a rule, which can only be broken on isolated occasions.

**Written warnings** - disregarded after a twelve-month period, unless the misconduct is of a serious nature or relates to a rule, which can only be broken on isolated occasions.

**Final written warnings** - disregarded after a twelve-month period unless the misconduct is of a serious nature or relates to a rule, which can only be broken on isolated occasions.

### 9.7) 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 Town Clerk of any damage to the property or premises immediately.

## 10) Health and Safety

### 10.1) Policy Statement

The council recognises and accepts its responsibility as an employer for providing a safe and healthy working and operating environment and for taking all due care to protect the safety of its employees and members of the public who use its facilities. Accordingly it will, so far as is reasonable and practicable, take steps to meet this responsibility paying particular attention to the provision and maintenance of:-

- a) Plant, equipment and systems of work that are safe.
- b) Safe arrangements for the use, handling, storage and transport of articles and substances.
- c) Sufficient information, instruction, training and supervision as is necessary to ensure the health and safety at work of all employees.
- d) Safe places of work and safe access to them. Safe public areas where these are under Town Council control.
- e) A safe and healthy working and operating environment.
- f) Adequate facilities for welfare at work.

All employees and members of the public are reminded of their duty to take reasonable care for the safety of themselves and others who may be affected by their acts or omissions and to co-operate with others who may be affected by their acts or omissions and to co-operate with council staff to secure compliance with statutory duties placed upon them. This is in addition to the responsibility of the council and its managers/ supervisors for ensuring generally safe conditions of work. You must not do anything that could threaten the health or safety of yourself, fellow employees, customers or members of the public. (Health & Safety Act 1974 and the Management of Health and Safety at Work Regulations 1999.

Employees shall at all times make full use of appropriate safety equipment, devices and protective clothing and report any accidents, unsafe practices, systems of work and damage to plant to their immediate supervisor or to the Clerk to the Council.

- g) Smoking is not permitted on the councils premises or in the council's vehicles.
- h) No alcohol or drugs are allowed on the councils premises other than those drugs medically prescribed.

The policy will be reviewed from time to time and may be updated.

Make yourself familiar with our health and safety policy and your health and safety duties and responsibilities, details of which are available in the council's Health and Safety policy document.

## **10.2) Welfare and Hygiene**

**Protective clothing and items:** Protective clothing and other items issued for your protection because of the nature of your job must be worn at all times.

Failure to do so may contravene the Health and Safety at Work Act.

Once issued you should wear this protective wear on any and all relevant occasions, as not to do so may jeopardise your welfare and breach a condition of the council's insurance policy.

If you are suffering from an infectious or contagious disease or illness, or if you are suffering from a bowel disorder, boils, skin or mouth infection, you must not report to work without clearance from your doctor.

## **10.3) Arrangements**

### **Health and Safety Information**

Copies of this policy and the local council health and safety guide are held by the responsible staff mentioned above. These are the primary reference for Health and Safety matters

### **Risk Assessments**

Periodically, health and safety reviews will take place in each area. Risk Assessment forms will be completed and copies held by the person with responsibility for that area and the Clerk to the Council/Town Clerk. The person responsible for overseeing health and safety in a particular area will implement improvements to minimise significant risks.

### **Safety Instruction**

Safety instruction will primarily be provided "on the job" but will be supplemented by more formal tuition when required.

### **Accident Reporting**

An Accident Report Book should be kept in an accessible location. All accidents should be reported to the Town Clerk. They will ensure that the Council Accident Record is updated. Where the accident is notifiable as defined in the local council health and safety guide (part 2 section 8) the Town Clerk will be informed and he/she will notify the appropriate authorities.

### **First Aid**

First aid kits are maintained in each work location operated by the council. Where appropriate first aid will be applied preferably by the council First Aider or by a competent person. Where more serious injury is sustained professional help will be sought as soon as possible.

### **Fire**

Fire procedures will be posted at each council work location.

## **11. 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.

## **12. General Matters**

### **12.1) 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 to the Council/Town Clerk.

### **12.2) 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 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 Town Clerk.

### **12.3) 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 councils business.

# APPENDIX 1

## DETAILS OF EMPLOYEE

Name: .....

Address: .....

.....

.....POST-CODE .....

Telephone number: .....

Next of Kin: .....

Relationship: .....

Address (if different to that above) .....

.....

.....POST-CODE .....

Telephone number: .....

Children:

Name: ..... Date of Birth .....

Name: ..... Date of Birth .....

Name: ..... Date of Birth .....

Date of completion of this form .....

Please return this completed form to

The Clerk to the Council/Town Clerk

## APPENDIX 2

### HOLIDAY REQUEST FORM

Name \_\_\_\_\_

Position \_\_\_\_\_

Holiday entitlement in current year: \_\_\_\_\_ **Days**

I wish to take the following holiday. Please deduct this from my annual entitlement.

From : \_\_\_\_\_

To : \_\_\_\_\_

Total number of days: \_\_\_\_\_

Returning to work on: \_\_\_\_\_

Number of remaining day's entitlement: \_\_\_\_\_

I agree payment for holidays taken but not earned pro-rata in the current holiday year may be deducted from any final wage or salary.

Signed : .....

Date: .....

Approved: .....

Date .....

Please return this completed form to

The Clerk to the Council/Town Clerk

## APPENDIX 3

# SICKNESS SELF CERTIFICATION ABSENCE FORM

This form is to be completed on your return to work following any period of sickness of seven calendar days or less and handed to the Clerk to the Council/Town Clerk

If you are returning to work after a sickness absence of more than seven days you should also provide a medical certificate to the Town Clerk

Name: .....

Position: .....

### 1. Dates of sickness (including non-working days)

From: Day & Date ..... am/pm.....

To: Day & Date ..... am/pm.....

### 2. Dates of absence

From: Day & Date ..... am/pm.....

To: Day & Date ..... am/pm.....

### 3. Details of sickness or injury: .....

.....  
.....

### 4. Was a medical practitioner consulted? YES : NO

### 5. If yes please give details of:

Doctor's Name: .....

Doctor's Address: .....

.....Date(s) of visit(s) :  
.....

Treatment received: .....

Any current treatment: .....

**6. Declaration**

I certify that I have been incapable of work due to my sickness/injury on the above dates and this information is true and accurate.

I certify that if the absence was due to an injury I have made an entry in the Accident Report Book.

I acknowledge false information will result in disciplinary action.

Signed: ..... Date: .....

Approved: ..... Date: .....

## APPENDIX 4

# PARENTAL LEAVE REQUEST FORM

Name \_\_\_\_\_

Department \_\_\_\_\_

Name of Child \_\_\_\_\_

Date of Birth (or Adoption) of Child \_\_\_\_\_

I wish to take the following Parental Leave.

From: \_\_\_\_\_

To: \_\_\_\_\_

Total number of days: \_\_\_\_\_

Returning to work on: \_\_\_\_\_

Number of remaining day's entitlement: \_\_\_\_\_

Signed : .....

Date: .....

Approved : .....

Date .....

WHEN APPROVED, PLEASE TAKE THE COMPLETED FORM TO:

Please return this completed form to

The Clerk to the Council/Town Clerk

## APPENDIX 5

### EQUAL OPPORTUNITIES STATEMENT

- \* The council is an equal opportunities employer.
- \* All employees and job applicants will be treated equally.
- \* No employee or potential employee will receive less favourable treatment on the grounds of sex, gender, sexual-orientation, race, colour, religion, nationality, ethnic origin, disability or on the basis of gender re-assignment.
- \* No employee or potential employee will be disadvantaged by any conditions of employment or requirements that cannot be justified as necessary on operational grounds.
- \* Decisions about appointments, training, developments and promotion will be made on the basis of merit or ability.
- \* All employees have a personal responsibility for the application of this equal opportunity policy, which extends to the treatment of both fellow employees and customers.
- \* Everyone involved in recruiting, selecting, promoting and training employees has a special responsibility for the practical application of this equal opportunity policy.
- \* Any employee who believes he or she may have been unfairly discriminated against is encouraged to use our grievance procedure.
- \* Any employee who conducts himself in a discriminatory manner (whether on the grounds of sex, race, colour, religion, nationality, ethnic origin, marital status, disability or gender re-assignment) towards another employee, customer or member of the public will be guilty of gross misconduct and will be subject to disciplinary action.

## STATEMENT OF EMPLOYEE

I have read the staff handbook, issued to me on ..... and understand and accept its content as forming part of my contract of employment. I will keep myself informed of its contents.

Employee signature .....

Date .....

Please return this signed form and the signed contract statement to the Town Clerk