



# Employee Handbook

<b>Contents</b>	<b>Page</b>
<b>Employee Handbook Issues And Updates .....</b>	<b>3</b>
<b>Introduction .....</b>	<b>4</b>
<b>Joining Our Parish Council .....</b>	<b>4</b>
<b>Salaries, Wages and Benefits .....</b>	<b>5</b>
<b>Holiday Entitlement and Conditions .....</b>	<b>6</b>
<b>Sickness/Injury Payments and Conditions .....</b>	<b>7</b>
<b>Other Paid Leave .....</b>	<b>9</b>
<b>Standards .....</b>	<b>11</b>
<b>General Terms and Procedures .....</b>	<b>12</b>
<b>Safeguards and Security .....</b>	<b>14</b>
Data Protection Policy and Privacy Notice .....	16
<b>Technology and Communication .....</b>	<b>22</b>
Information Technology Policy .....	23
Employee Councillor Protocol .....	25
<b>Health, Safety, Welfare and Hygiene .....</b>	<b>28</b>
Lone Working Policy .....	29
Safeguarding Policy .....	29
<b>Pandemic Policy .....</b>	<b>30</b>
<b>Anti-Bribery Policy .....</b>	<b>32</b>
<b>Whistle-blowers .....</b>	<b>33</b>
<b>Capability Procedures .....</b>	<b>34</b>
<b>Disciplinary Procedures .....</b>	<b>35</b>
<b>Grievance Procedure .....</b>	<b>38</b>
<b>Appeal Procedure .....</b>	<b>40</b>
<b>Personal Harassment Policy and Procedure .....</b>	<b>41</b>
<b>Equality, Inclusion and Diversity Policy.....</b>	<b>44</b>
<b>Termination of Employment .....</b>	<b>46</b>

# Employee Handbook Issues and Updates

Version	Date Approved	Amendments Made	Next Review Date
1	4 <sup>th</sup> May 2021		April 2022
2	19 April 2022	<ul style="list-style-type: none"> <li>• Key holding – add access to parish owned and managed spaces</li> <li>• Add Lone Working policy – include man down devices and personal alarms</li> <li>• Basic procurement rules</li> <li>• Add Long term sickness/absence policy</li> <li>• Add clause to say we don't recommend/encourage continuing to work while on sick leave &amp; any work completed must be done with authorization and notification to your line manager.</li> <li>• If you are off sick form more than seven days, we would like to request keys back from employees.</li> <li>• Add data protection policy for staff and councillors</li> <li>• Add social media policy</li> <li>• Add safeguarding policy</li> <li>• Add councillor – employee protocol</li> <li>• Amendments to disciplinary, Grievance &amp; Appeal procedure particularly investigation procedure</li> <li>• Pay increase from 1<sup>st</sup> April each year, subject to satisfactory performance.</li> </ul>	April 2023
V3	08/04/2024		April 2025

# Introduction

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## WELCOME TO OUR TEAM

We would like to wish you every success during your employment whether you recently joined us or whether you are an existing employee. We hope that your experience of working here will be positive and rewarding.

This Employee Handbook is designed both to introduce you to our organisation and to be of continuing use during your employment.

We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains information on some of the main employee benefits that may be available to you and the policies and procedures relating to your employment. If you require any clarification or additional information, please refer to the Clerk or the HR Committee.

Please note that we provide equal opportunities and are committed to the principle of equality in accordance with legislative provisions. We expect your support in implementing these policies. We will not condone any unlawful discriminatory act or attitude in the course of your employment or in your dealings with our parishioners, suppliers, contract workers, members of the public or with fellow employees. Acts of unlawful discrimination, harassment or victimisation will result in disciplinary action.

General amendments to the Employee Handbook will be issued from time to time.

# Joining Our Parish Council

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## INDUCTION

At the start of your employment with our Parish Council, you are required to complete an induction programme, during which all our policies and procedures (including Health and Safety) will be explained to you. Information relating to these will be given to you at the induction.

## JOB RESPONSIBILITIES

Amendments may be made to your job responsibilities from time to time in relation to our changing needs and your own ability.

## STAFF APPRAISAL SCHEME

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals. Appraisal will be held with your line manager and a member of the HR Committee every 6 months, normally in October and March each year.

## JOB FLEXIBILITY

It is an **express condition of employment** that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential for operational efficiency as the type and volumes of work are always subject to change.

## MOBILITY

It is a **condition of your employment** that you are prepared, whenever applicable, to travel to any of our sites within reasonable traveling distance on a temporary basis. This mobility is essential to the smooth running of our business.

## PRE-EMPLOYMENT CHECKS

Your employment is subject to you providing evidence of your right to work in the UK. If this evidence is not supplied or if the evidence you supply expires (such as a temporary visa), you will be suspended without pay and may be dismissed if you cannot supply the necessary evidence.

# Salaries, Wages and Benefits

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## ADMINISTRATION

### Payment

For all staff, the pay period is the calendar month. Basic salaries are paid by the 23<sup>rd</sup> of the current month.

You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g., Income Tax, National Insurance, etc.

Any pay queries that you may have should be raised with the Clerk/RFO.

### Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

### Income Tax and National Insurance

At the end of each tax year, you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them for tax purposes.

### Pay Reviews

Pay is normally reviewed annually, and any increase is at our discretion. The review does not imply an automatic increase in wages/salary. Any increase in wages/salary will occur at the beginning of each financial year and be subject to satisfactory performance.

## EXPENSES

Reasonable expenses will be able to be recovered from us in the following circumstances:

- 1) The expenses have been requested in advance of any expenditure;
- 2) The costs have been detailed to the Finance Committee;
- 3) The Finance Committee has authorised the expense;
- 4) You have followed the Finance Committees instructions in incurring the expense; and
- 5) You follow the appropriate expenses claim procedure.

In order to claim expenses, you will need to request an expense form from the Clerk/RFO. You will then need to detail in the form the expenses and confirm that the expense was agreed with the Finance Committee in advance. Expenses forms should be completed and submitted to the Finance Committee by the end of each calendar month with the receipts that prove the expense. The Finance Committee will sign off any agreed expenses and you will be refunded these in the next payroll.

Any failure to comply with the above may result in non-payment or delayed payment of expenses. Falsification of any information may result in disciplinary action which in the circumstances may amount to gross misconduct. The HR Committee reserves the right to determine what is reasonable in all the circumstances.

## PENSION SCHEME

We operate a contributory pension scheme which you will be auto enrolled into (subject to the conditions of the scheme). Further details are available from the HR Committee.

## LATENESS/ABSENTEEISM

You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your area of work.

All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

### **ADVERSE WEATHER/TRAVEL ARRANGEMENT DISRUPTION**

Every reasonable effort should be made to attend work in accordance with your contract. In the event that you are unable to attend work owing to inclement weather conditions and/or severe disruption to your travel arrangements, you should report your absence through the normal absence reporting procedures. Your absence will be unpaid unless you have sufficient annual leave in which case you may request to use this. Alternatively, you may be able to work additional hours to compensate for the lost hours at the sole discretion of the management and subject to availability.

### **TIMESHEETS**

You may be required to complete and submit timesheets as directed in order to ensure that you receive the correct payment. Incorrectly completed, or late submission of, timesheets may result in incorrect or delayed payment of wages. Deliberate falsification of timesheets will be regarded as a disciplinary offence and may lead to your summary dismissal.

### **SHORTAGE OF WORK**

In the event that the Parish Council is faced with a shortage of work, or is unable to provide you with work for any other reason, then you agree that the Parish Council may temporarily:

- 1) place you on short time working, in which case you will be paid for those hours worked; or
- 2) lay you off from work, in which case you will be paid in accordance with the statutory guarantee pay provisions in place at that time; or

**The entirety of this section entitled "Shortage of work" forms part of your contractual terms and conditions.**

## **Sickness/Injury Payments and Conditions**

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### **NOTIFICATION OF SICKNESS ABSENCE**

You must notify us by the Breathe app on the first day of sickness at the earliest possible opportunity and by no later than an hour before you are due to start work. Text messages are an acceptable method of notification. Other than in exceptional circumstances notification should be made personally to the Clerk or the HR Committee.

You should try to give some indication of your expected return date and notify us as soon as possible if this date changes. The notification procedures should be followed on each day of absence unless you are covered by a medical certificate.

If your sickness extends to more than seven calendar days you are required to notify us of your continued sickness once a week thereafter, unless otherwise agreed.

We don't recommend/encourage continuing to work while on sick leave & any work completed must be done with the authorization of the HR Committee.

### **EVIDENCE OF SICKNESS**

Medical certificates are not issued for short-term sickness. In these cases of sickness (up to and including seven calendar days) you must sign a self-certification absence form on your return to work.

If your sickness has been (or you know that it will be) for longer than seven days (whether or not, they are working days) you should see your doctor and make sure they give you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive medical certificates to cover the whole of your absence. In this circumstance we would also normally request the return of your work keys for the duration of your absence.

Please see The Capability Procedure Policy

## **PAYMENTS**

You are entitled to statutory sick pay (SSP) if you are absent for four or more consecutive days because of sickness or injury provided you meet the statutory qualifying conditions. SSP is treated like wages and is subject to normal deductions.

Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.

Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.

Any days of contractual sickness/injury payments that qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.

If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.

Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party and up to, but not exceeding, any amount paid by us.

## **RETURN TO WORK**

You should notify the Clerk or the HR Committee as soon as you know on which day you will be returning to work if this differs from the date of return previously notified.

If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to the Clerk or the HR Committee.

Upon returning to work after any period of sickness/injury absence, you may be required to attend a "return to work" interview to discuss the state of your health and fitness for work. Information arising from such an interview will be treated with the strictest confidence.

## **GENERAL**

Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick, you may need time off, continual, or repeated absence through sickness may not be acceptable to us.

We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

If we consider it necessary, we may ask your permission to contact your doctor and/or for you to be independently medically examined.

## **LONG-TERM ABSENCE**

As a guide, long term absence is any absence which lasts or is expected to last **over 4 weeks**. In all cases of long-term absence, it is essential for the Council to maintain contact with you. In cases where the return date is less certain this will take the form of consultation and will include: Please see Capability Policy

## **ABSENCE AS A RESULT OF DISABILITY**

Where you experience sickness absence as a result of a disability it will be treated in line with the provisions contained within the Equality Act 2010 (formerly as part of the Disability Discrimination Act 1995). This will include considering whether any reasonable adjustments can be made.

# Other Paid Leave

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## **TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. Where this is not possible, depending on the length of time off needed, you may at our discretion be able to make up the time. To minimise the impact, you should try and get the first/last appointment of the day.

## **BEREAVEMENT LEAVE**

Reactions to bereavement may vary greatly according to individual circumstances and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the HR Committee and agree appropriate time off.

## **TIME OFF FOR DEPENDANTS**

Employees are entitled to reasonable unpaid time off where:

- a) A dependant is ill
- b) Death of a dependant
- c) Disruption occurs to the care of a dependant
- d) Unexpected occurrences to your child

The Council's management recognises a dependant as: an employee's child, partner, or parent. Should you care for other dependants who don't fall within this definition, you should discuss the matter with the HR Committee. The Council recognises that most of these events can occur without a great deal of warning; however, we request that you provide as much notice as possible in the event of taking time off for dependants.

## **JURY SERVICE**

If you are required to undertake jury service or to attend court, you must advise the HR Committee in order that the necessary arrangements for your work can be made. You are normally eligible for loss of earnings, travel, and subsistence allowances. You will be permitted reasonable time off to carry out such public duty, but you should not volunteer for jury service beyond 14 days without referral and permission from the HR Committee.

# Standards

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## **BEHAVIOUR AT WORK**

You should behave with civility towards fellow employees, and no rudeness will be permitted towards parishioners or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action. You should use your best endeavours to promote the interests of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs. Any involvement in activities which could be construed as being in competition with us is not allowed.

## **BEHAVIOUR OUTSIDE OF WORK**

The Parish Council recognises the importance of work/life balance. However, owing to the nature of the business, the Parish Council insists on employing staff of the highest integrity, we expect you to maintain these standards outside of working hours. Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

## **STANDARDS OF DRESS**

As you are liable to come into contact with parishioners and members of the public, it is important that you present a professional image with regards to your appearance and standards of dress. If you are in any doubt whether any aspect of your appearance or attire is appropriate for your job role you should contact the HR Committee.

## **HOUSEKEEPING**



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

### **WASTAGE**

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

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

- a) handle machines, equipment and stock with care;
- b) turn off any unnecessary lighting and heating. Keep doors closed whenever possible;
- c) ask for other work if your job has come to a standstill; and
- d) start with the minimum of delay after arriving for work and after breaks.

### **The following provision is an express written term of your contract of employment:**

- a) any damage to vehicles, stock or property that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement;
- b) any loss to us that is the result of your failure to observe rules, procedures, or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
- c) in the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £250.00.
- d) In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

## **General Terms and Procedures**

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### **CHANGES IN PERSONAL DETAILS**

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

### **TRAINING AND EDUCATION**

As part of your duties, you may be required from time to time to attend educational, vocational, and training courses for the mutual benefit of your employer and yourself. The fees for all such courses will be paid by your employer but those fees shall be repaid to your employer if:

- You cease to attend course lectures or
- You fail to attend at least 75% of the course lectures or
- You fail to use your best endeavours to successfully complete the course and/or pass the qualifying examinations or
- You leave the employment of your Employer either during or within 12 months after completing the course or if your employment is terminated for whatever reason during the same term.

Where your employment is terminated after 12 months following the completion of the course (including all examinations), we may recoup the cost of training courses along the timescales and rates below.

<b>Timescale from end of training (including any examinations) to date of leaving</b>	<b>Percentage of training cost to be recouped</b>
12 months	100%
15 months	75%
18 months	50%
21 months	25%

24 months	0%
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If no alternative arrangements for repayment have been made your employer shall be entitled to deduct the course fees from your salary.

**OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment you must notify us so that we can discuss any implications arising from the current working time legislation or any potential conflict with the role or standards required to be undertaken or met in the public office.

**EMPLOYEES' PROPERTY AND LOST PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight. Articles of lost property should be handed to you're the Clerk who will retain them whilst attempts are made to discover the owner.

**PARISH COUNCIL TOOLS/EQUIPMENT**

The Parish Council provides tools and/or equipment necessary to carry out your duties. You should keep these in good repair and take all reasonable steps to ensure that they are secure at all times. You must report any lost, damaged, or mislaid tools and/or equipment to the Clerk or the HR Committee. You must return all Parish Council tools and/or equipment upon the termination of employment by either party. Failure to return tools and/or equipment, or any loss or damage suffered as a result of your negligence, will result in a deduction to cover the cost of the tools being made from monies due to you. This is an express written term of your contract of employment.

**BUYING OR SELLING OF GOODS**

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

**PROCUREMENT OF GOODS ON BEHALF OF THE COUNCIL**

**Spending below £500**

For spending below £500, a purchase order number must be obtained from the Clerk giving details of the supplier and products to be purchased. The relevant purchase order number must then appear on the invoice.

**Contracts above £500 and below £5,000**

All works above £500 (to include all materials) will require written quotations, (3 if possible).

The Clerk (with authorization from two Councillors, or a Committee has authority to have an emergency spend budget of £1,000 (authorised in conjunction with the Clerk) for work within the remit of the committee, where prior approval cannot be obtained from full council due to time constraints.

All spends above £1,000 must have prior approval sort from Full Council.

Any loss to us that is the result of your failure to observe rules, procedures, or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss.

**COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by the Council, no collections of any kind are allowed on our premises.

**DRIVING LICENCE**

If driving is a necessary part of your role, it is imperative that you maintain a valid driving licence suitable for the vehicle you operate at all times during your employment. You are required upon request to produce your driving licence to the management. We may also require you to provide us with the ability to access your driving licence details online. If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately. If you are required to drive as part of your job and we are unable to find alternative employment, your employment may be terminated.

Data collected about driving licences will be processed in line with the Data Protection Act. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **FINES**

Any fines imposed by relevant authorities including (but not limited to) speeding and parking will be payable by the employee. The Parish Council takes no responsibility for the payment of fines incurred by the employee during their employment. In the event that the Parish Council receives the summons on the employee's behalf or owing to a fine incurred by the employee, we may pay the fine and deduct the cost from the employee's pay.

**This is an express written term of your contract of employment.**

# **Safeguards and Security**

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## **RIGHTS OF SEARCH**

Although we do not have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business, we would ask all employees to assist us in this matter should we feel that such a search is necessary.

Where practicable, searches will be carried out in the presence of a colleague of your choice who is available on the premises at the time of the search. This will also apply at the time that any further questioning takes place.

We reserve the right to call in the police at any stage.

## **CONFIDENTIALITY**

All information that:

- a) is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence;
- b) relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort; and
- c) has not been made public by, or with our authority;

shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our prior written consent.

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

You must make yourself aware of our policies on data protection in relation to personal data and ensure compliance with them at all times.

## **DATA PROTECTION**

The General Data Protection Regulation (GDPR) and the current Data Protection Act regulates our use of your personal data. As an employer, it is our responsibility to ensure that the personal data we process in relation to you is done so in accordance with the required principles. Any data held shall be processed fairly and lawfully and in accordance with the rights of data subjects.

We will process data in line with our privacy notices in relation to both job applicants and employees.

You have several rights in relation to your data. More information about these rights is available in our "Data Protection Policy and Privacy Notice for Staff and Councillors". We commit to ensuring that your rights are upheld in accordance with the law and have appropriate mechanisms for dealing with such.

We may ask for your consent for processing certain types of personal data. In these circumstances, you will be fully informed as to the personal data we wish to process and the reason for the processing. You may choose to provide or withhold your consent. Once consent is provided, you are able to withdraw consent at any time.

You are required to comply with all Parish Council policies and procedures in relation to processing data. Failure to do so may result in disciplinary action up to and including dismissal.

### **PARISH COUNCIL PROPERTY AND COPYRIGHT**

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

### **KEYHOLDING/ALARM SETTING**

If you are an allocated key holder, you must ensure that all procedures and guidelines are followed when securing the building prior to leaving. The keys and any security measure such as alarm codes must be kept safe at all times. You must not give the keys, alarm code or access to Parish Council owned/managed spaces to any third party, unless authorisation is obtained from the Council. Any loss or damage caused as a result of your failure to follow procedures or your negligence in ensuring the safekeeping of the keys and alarm code will result in disciplinary action which could lead to your summary dismissal. We also reserve the right to deduct the cost of any loss, repair or replacement from any monies owing to you.

Any breaches or security issues including the loss or theft of keys must be reported immediately to the Clerk or the HR Committee.

To satisfy the requirements of our insurers and to protect us from fire and theft, you must secure all properties and premises when unattended. The last person to leave the premises must ensure lights and appropriate electrical equipment are switched off, windows and doors are secure, and alarms are set accordingly. Please see the Key Holding & Security Policy

### **BUILDING SECURITY**

Confidential and sensitive data is secured in the building. This is both in paper form (such as files of paperwork) and electronically (such as computers, storage devices and servers).

To improve the security and confidentiality of information, we require the following:

- a) Do not allow entry to our premises to any unknown person
- b) If you see someone you do not recognise, immediately escort the person to reception to be signed in
- c) Do not allow visitors to access roam the premises without being accompanied
- d) Ensure you collect your visitors from reception
- e) Ensure the visitor is signed out
- f) Do not hold door open for people you do not recognise
- g) Clock in and clock out in the instructed manner
- h) Report anything suspicious to your Line Manager.

### **CLEAR DESK**

To improve the security and confidentiality of information, we have adopted a Clean Desk Policy for computer and printer workstations.

This ensures that all sensitive and confidential information, whether it be on paper, a storage device, or a hardware device, is properly locked away or disposed of when a workstation is not in use.

This policy will reduce the risk of unauthorised access, loss of, and damage to information during and outside of normal business hours or when workstations are left unattended. Whenever a desk is unoccupied for an extended period of time the following will apply;

- a) All sensitive and confidential paperwork must be removed from the desk and locked in a drawer or filing cabinet. This includes mass storage devices such as CDs, DVDs, and USB drives.
- b) All wastepaper which contains sensitive or confidential information must be placed in the designated confidential waste bins. Under no circumstances should this information be placed in regular wastepaper bins.
- c) Computer workstations must be locked when the desk is unoccupied and completely shut down at the end of the workday.

- d) Laptops, tablets, and other hardware devices must be removed from the desk and locked in a drawer or filing cabinet.
- e) Keys for accessing drawers or filing cabinets should not be left unattended at a desk.
- f) Printers and fax machines should be treated with the same care under this policy:
  - i) Any print jobs containing sensitive and confidential paperwork should be retrieved immediately. When possible, the "Locked Print" functionality should be used.
  - ii) All paperwork left over at the end of the workday will be properly disposed of.

### **General Guidance**

Never leave any equipment or data (including client files, laptops, computer equipment, mobile phones and PDAs) unattended on public transport or in an unattended vehicle.

## **Data Protection Policy & Privacy Notice**

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### **For staff\*, councillors and Role Holders\*\***

\*"Staff" means employees, workers, agency staff and those retained on a temporary or permanent basis.

\*\*Includes, volunteers, contractors, agents, and other role holders within the council including former staff\* and former councillors. This also includes applicants or candidates for any of these roles.

### **WHO ARE WE?**

This Policy & Privacy Notice is provided to you by Holbeach Parish Council which is the data controller for your data.

### **DEFINITIONS**

"Personal data" is any information about a living individual which allows them to be identified from that data (for example a name, photograph, video, email address, or address). Identification can be directly using the data itself or by combining it with other information which helps to identify a living individual (e.g. a list of staff may contain personnel ID numbers rather than names but if you use a list a separate list of the ID numbers which give the corresponding names to identify the staff in the first list then the first list will also be treated as personal data). The processing of personal data is governed by legislation relating to personal data which applies in the United Kingdom including the General Data Protection Regulation (the "GDPR") and other legislation relating to personal data and rights such as the Human Rights Act and the Data Protection Act 2018.

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

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

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

### **The council works together with:**

- Other data controllers, such as local authorities, public authorities, central government, and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies

We may need to share personal data we hold with them so that they can carry out their responsibilities to the council and our community. The organisations referred to above will sometimes be "joint data controllers". This means we are all responsible to you for how we process your data where for example two or more data

controllers are working together for a joint purpose. If there is no joint purpose or collaboration, then the data controllers will be independent and will be individually responsible to you.

## **DATA PROTECTION PRINCIPLES**

The council will comply with data protection law. This says that the personal data we hold about you must be:

- Used lawfully, fairly and in a transparent way.
- Collected only for valid purposes that we have clearly explained to you and not used in any way that is incompatible with those purposes.
- Relevant to the purposes we have told you about and limited only to those purposes.
- Accurate and kept up to date.
- Kept only as long as necessary for the purposes we have told you about.
- Kept and destroyed securely including ensuring that appropriate technical and security measures are in place to protect your personal data to protect personal data from loss, misuse, unauthorised access and disclosure.

## **PROCESSING**

The council will process some or all of the following personal data where necessary to perform its tasks:

- Names, titles, and aliases, photographs.
- Start date / leaving date
- Contact details such as telephone numbers, addresses, and email addresses.
- Where they are relevant to our legal obligations, or where you provide them to us, we may process information such as gender, age, date of birth, marital status, nationality, education/work history, academic/professional qualifications, employment details, hobbies, family composition, and dependants.
- Non-financial identifiers such as passport numbers, driving licence numbers, vehicle registration numbers, taxpayer identification numbers, staff identification numbers, tax reference codes, and national insurance numbers.
- Financial identifiers such as bank account numbers, payment card numbers, payment/transaction identifiers, policy numbers, and claim numbers.
- Financial information such as National Insurance number, pay and pay records, tax code, tax and benefits contributions, expenses claimed.
- Other operational personal data created, obtained, or otherwise processed in the course of carrying out our activities, including but not limited to, CCTV footage, recordings of telephone conversations, IP addresses and website visit histories, logs of visitors, and logs of accidents, injuries and insurance claims.
- Next of kin and emergency contact information
- Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process and referral source (e.g. agency, staff referral))
- Location of employment or workplace.
- Other staff data (not covered above) including; level, performance management information, languages and proficiency; licences/certificates, immigration status; employment status; information for disciplinary and grievance proceedings; and personal biographies.
- CCTV footage and other information obtained through electronic means such as swipe card records.
- Information about your use of our information and communications systems.

### **We use your personal data for some or all of the following purposes:**

Please note: We need all the categories of personal data in the list above primarily to allow us to perform our contract with you and to enable us to comply with legal obligations.

- Making a decision about your recruitment or appointment.
- Determining the terms on which you work for us.
- Checking you are legally entitled to work in the UK.
- Paying you and, if you are an employee, deducting tax and National Insurance contributions.
- Providing any contractual benefits to you
- Liaising with your pension provider.
- Administering the contract we have entered into with you.
- Management and planning, including accounting and auditing.
- Conducting performance reviews, managing performance and determining performance requirements.
- Making decisions about salary reviews and compensation.

- Assessing qualifications for a particular job or task, including decisions about promotions.
- Conducting grievance or disciplinary proceedings.
- Making decisions about your continued employment or engagement.
- Making arrangements for the termination of our working relationship.
- Education, training and development requirements.
- Dealing with legal disputes involving you, including accidents at work.
- Ascertaining your fitness to work.
- Managing sickness absence.
- Complying with health and safety obligations.
- To prevent fraud.
- To monitor your use of our information and communication systems to ensure compliance with our IT policies.
- To ensure network and information security, including preventing unauthorised access to our computer and electronic communications systems and preventing malicious software distribution.
- To conduct data analytics studies to review and better understand employee retention and attrition rates.
- Equal opportunities monitoring.
- To undertake activity consistent with our statutory functions and powers including any delegated functions.
- To maintain our own accounts and records;
- To seek your views or comments;
- To process a job application;
- To administer councillors' interests
- To provide a reference

Our processing may also include the use of CCTV systems for monitoring purposes.

Some of the above grounds for processing will overlap and there may be several grounds which justify our use of your personal data.

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract we have entered into with you.
- Where we need to comply with a legal obligation.

We may also use your personal data in the following situations, which are likely to be rare:

- Where we need to protect your interests (or someone else's interests).
- Where it is needed in the public interest [or for official purposes].

### **How we use sensitive personal data**

- We may process sensitive personal data relating to staff, councillors and role holders including, as appropriate:
  - information about your physical or mental health or condition in order to monitor sick leave and take decisions on your fitness for work;
  - your racial or ethnic origin or religious or similar information in order to monitor compliance with equal opportunities legislation;
  - in order to comply with legal requirements and obligations to third parties.
- These types of data are described in the GDPR as "Special categories of data" and require higher levels of protection. We need to have further justification for collecting, storing and using this type of personal data.
- We may process special categories of personal data in the following circumstances:
  - In limited circumstances, with your explicit written consent.
  - Where we need to carry out our legal obligations.
  - Where it is needed in the public interest, such as for equal opportunities monitoring or in relation to our pension scheme.
  - Where it is needed to assess your working capacity on health grounds, subject to appropriate confidentiality safeguards.
- Less commonly, we may process this type of personal data where it is needed in relation to legal claims or where it is needed to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.

### **Do we need your consent to process your sensitive personal data?**

- We do not need your consent if we use your sensitive personal data in accordance with our rights and obligations in the field of employment and social security law.
- In limited circumstances, we may approach you for your written consent to allow us to process certain sensitive personal data. If we do so, we will provide you with full details of the personal data that we would like and the reason we need it, so that you can carefully consider whether you wish to consent.
- You should be aware that it is not a condition of your contract with us that you agree to any request for consent from us.

### **Information about criminal convictions**

- We may only use personal data relating to criminal convictions where the law allows us to do so. This will usually be where such processing is necessary to carry out our obligations and provided we do so in line with our data protection policy.
- Less commonly, we may use personal data relating to criminal convictions where it is necessary in relation to legal claims, where it is necessary to protect your interests (or someone else's interests) and you are not capable of giving your consent, or where you have already made the information public.
- We will only collect personal data about criminal convictions if it is appropriate given the nature of the role and where we are legally able to do so. Where appropriate, we will collect personal data about criminal convictions as part of the recruitment process or we may be notified of such personal data directly by you in the course of you working for us.

### **What is the legal basis for processing your personal data?**

Some of our processing is necessary for compliance with a legal obligation.

We may also process data if it is necessary for the performance of a contract with you, or to take steps to enter into a contract.

We will also process your data in order to assist you in fulfilling your role in the council including administrative support or if processing is necessary for compliance with a legal obligation.

### **Sharing your personal data**

Your personal data will only be shared with third parties including other data controllers where it is necessary for the performance of the data controllers' tasks or where you first give us your prior consent. It is likely that we will need to share your data with

- Our agents, suppliers and contractors. For example, we may ask a commercial provider to manage our HR/payroll functions, or to maintain our database software;
- Other persons or organisations operating within local community.
- Other data controllers, such as local authorities, public authorities, central government and agencies such as HMRC and DVLA
- Staff pension providers
- Former and prospective employers
- DBS services suppliers
- Payroll services providers
- Recruitment Agencies
- Credit reference agencies
- Professional advisors
- Trade unions or employee representatives

### **How long do we keep your personal data?**

We will keep some records permanently if we are legally required to do so. We may keep some other records for an extended period of time. For example, it is currently best practice to keep financial records for a minimum period of 8 years to support HMRC audits or provide tax information. We may have legal obligations to retain some data in connection with our statutory obligations as a public authority. The council is permitted to retain data in order to defend or pursue claims. In some cases, the law imposes a time limit for such claims (for example 3 years for personal injury claims or 6 years for contract claims). We will retain some personal data for this purpose as long as we believe it is necessary to be able to defend or pursue a claim. In general, we will endeavour to keep data only for as long as we need it. This means that we will delete it when it is no longer needed.



## INDIVIDUAL RIGHTS

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

### Subject access requests

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

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

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

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

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

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

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

### Other rights

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

#### 1. The right to correct and update the personal data we hold on you

- If the data we hold on you is out of date, incomplete or incorrect, you can inform us and your data will be updated.

#### 2. The right to have your personal data erased

- If you feel that we should no longer be using your personal data or that we are unlawfully using your personal data, you can request that we erase the personal data we hold.
- When we receive your request we will confirm whether the personal data has been deleted or the reason why it cannot be deleted (for example because we need it for to comply with a legal obligation).

#### 3. The right to object to processing of your personal data or to restrict it to certain purposes only

- You have the right to request that we stop processing your personal data or ask us to restrict processing. Upon receiving the request we will contact you and let you know if we are able to comply or if we have a legal obligation to continue to process your data.

#### 4. The right to data portability

- You have the right to request that we transfer some of your data to another controller. We will comply with your request, where it is feasible to do so, within one month of receiving your request.

#### 5. The right to withdraw your consent to the processing at any time for any processing of data to which consent was obtained

- You can withdraw your consent easily by telephone, email, or by post (see Contact Details below).

#### 6. The right to lodge a complaint with the Information Commissioner's Office.

- You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

### **Transfer of Data Abroad**

Any personal data transferred to countries or territories outside the European Economic Area ("EEA") will only be placed on systems complying with measures giving equivalent protection of personal rights either through international agreements or contracts approved by the European Union. Our website is also accessible from overseas so on occasion some personal data (for example in a newsletter) may be accessed from overseas.

### **Further processing**

If we wish to use your personal data for a new purpose, not covered by this Privacy Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing, if we start to use your personal data for a purpose not mentioned in this notice.

### **DATA SECURITY**

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

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

### **Impact assessments**

Some of the processing that the council carries out may result in risks to privacy (such as monitoring of public areas via CCTV). Where processing would result in a high risk to your rights and freedoms, the council will carry out a data protection impact assessment (DPIA) to determine the necessity and proportionality of processing. This will include considering the purposes for which the activity is carried out, the risks for yourself and the measures that can be put in place to mitigate those risks.

### **Data breaches**

The council have robust measures in place to minimise and prevent data breaches from taking place. Should a breach of personal data occur the council must take notes and keep evidence of that breach. If you are aware of a data breach you must contact the Clerk or Chair of Data Protection immediately and keep any evidence, you have in relation to the breach.

If the council discovers that there has been a breach of HR-related personal data that poses a risk to the rights and freedoms of yourself, we will report it to the Information Commissioner within 72 hours of discovery. The council will record all data breaches regardless of their effect using our Data Breach Incident form.

If the breach is likely to result in a high risk to the rights and freedoms of individuals, we will tell you that there has been a breach and provide you with information about its likely consequences and the mitigation measures we have taken.

### **International data transfers**

The council will not transfer HR-related personal data to countries outside the EEA.

### **Individual responsibilities**

You are responsible for helping the council keep your personal data up to date. You should let the council know if data provided to the council changes, for example if you move to a new house or change your bank details.

Everyone who works for, or on behalf of, the council has some responsibility for ensuring data is collected, stored and handled appropriately, in line with the council's policies.

You may have access to the personal data of other individuals and of members of the public in the course of your work with the council. Where this is the case, the council relies on you to help meet our data protection obligations to staff and members of the public. Individuals who have access to personal data are required:

- to access only data that you have authority to access and only for authorised purposes;
- not to disclose data except to individuals (whether inside or outside the council) who have appropriate authorisation;

- to keep data secure (for example by complying with rules on access to premises, computer access, including password protection, locking computer screens when away from desk, and secure file storage and destruction including locking drawers and cabinets, not leaving documents on desk whilst unattended);
- not to remove personal data, or devices containing or that can be used to access personal data, from the council's premises without prior authorisation and without adopting appropriate security measures (such as encryption or password protection) to secure the data and the device; and
- not to store personal data on local drives or on personal devices that are used for work purposes.
- to never transfer personal data outside the European Economic Area except in compliance with the law and with express authorisation from the Clerk or Chair of the Council
- to ask for help from the council's data protection lead if unsure about data protection or if you notice a potential breach or any areas of data protection or security that can be improved upon.

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

### **Training**

The council provides training to all individuals about their data protection responsibilities. If your roles require you to have regular access to personal data, or you are responsible for implementing this policy or responding to subject access requests under this policy, you will receive additional training to help you understand your duties and how to comply with them.

### **Changes to this notice**

This is a non-contractual policy and procedure which will be reviewed from time to time. We keep this Privacy Notice under regular review, and we will place any updates on <http://parishes.lincolnshire.gov.uk/Holbeach>. This Notice was last updated in December 2020.

### **Contact Details**

Please contact us if you have any questions about this Privacy Notice or the personal data we hold about you or to exercise all relevant rights, queries or complaints at:

The Data Controller, Holbeach Parish Council

Email: [clerk@holbeachpc.com](mailto:clerk@holbeachpc.com)

Tel: 01406 426739

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF.

## **Technology and Communication**

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### **MOBILE PHONES/FRIENDS AND RELATIVES CONTACT / TELEPHONE CALLS**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency. Personal telephone calls, both incoming and outgoing are only allowed in the case of emergency. Permission to make outgoing personal calls should be sought from your Line Manager. Personal mobile phones should be switched to silent during working hours. Personal use of personal mobile phones should be kept to a minimum and not interfere with your duties during working hours.

It is illegal to use a mobile phone whilst driving. It is our policy that you should not use any mobile phone whilst driving. You should pull over to the side of the road in an appropriate place before making or receiving any telephone calls. In the event of being unable to pick up a call because you cannot find a safe place to park, you must return the call as soon as conveniently possible.

### **MAIL**

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

## **STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the Clerk or committees with delegated powers to do so.

## **REPRESENTING THE COUNCIL**

You are not permitted to represent yourself as an authorised agent for the Council except in the course of the proper performance of your duties or where authorised to do so. When your employment ceases you must not hold yourself out in any business context as being an employee of this Council. Should there be any misrepresentation or intention to deceive in this respect or any attempt to interfere with existing business relations between this Council and its existing or potential (customers), suppliers or agents then the Council may take proceeding against you to prevent any recurrence and to recover any losses incurred as a result.

## **THIRD PARTY INVOLVEMENT**

We reserve the right to allow third parties to chair any meeting, for example disciplinary, capability, grievance, this is not an exhaustive list. Where we are required to share special category data to any third parties as part of that hearing, we ensure that a relevant condition of processing is met, and we do not rely upon your consent for the processing.

## **RECORDING OF FORMAL MEETINGS**

We reserve the right to record any formal meetings whether conducted by us or a third party, a copy of the recording can be made available on request. All personal data collected for this purpose will be processed in line with the current Data Protection Act.

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## **USE OF SOCIAL NETWORKING SITES**

Social media can be a very powerful tool which enhances the services we provide to our parishioners.

Any work-related issues or material that could identify an individual who is a parishioner or work colleague, which could adversely affect the Parish Council, a parishioner or our relationship with any parishioner must not be placed on your private social network accounts. For the avoidance of doubt work related matters must not be submitted on any such site at any time either during or outside of working hours.

No information should be published that is not already known to be in the public domain – i.e., available on the Council's website, contained in minutes of meetings, stated in Council publicised policies and procedures, etc. Information that is published should be factual, fair, thorough, and transparent.

### **Users of Council Social Media:**

We use social media to advertise any on-going promotions, products, and other relevant information. Only authorised employees should use our Parish Council sites and a professional, positive approach should be maintained at all times.

The Clerk is the Council's nominated Press Officer with the authority to issue official press releases. No other member of staff (other than Deputy or Assistant Clerk deputising for the Clerk) has the authority to issue public statements on behalf of the Council.

### **Third party Social Media and Individual Councillor Usage:**

Councillors need to think about whether they are acting in a private capacity, or whether any impression might be conveyed that they are acting for and on behalf of Holbeach Parish Council. The Council has adopted a Code of Conduct which is binding on all members. If you use Social Media in your official capacity as a councillor, you should always be mindful of the Code, and of the seven Nolan principles applicable to holding public office – selflessness, integrity, objectivity, accountability, openness, honesty, and leadership.

## **MONITORING**

We reserve the right to monitor all e-mail/internet activity by you for the purposes of ensuring compliance with our policies and procedures and of ensuring compliance with the relevant regulatory requirements. This includes monitoring of any additional accounts you may be requested to set up for the purposes of performing your work tasks, which are subject to the same rules as your work email account. Information acquired through such monitoring may be used as evidence in disciplinary proceedings. Monitoring your usage will mean processing your personal data. You may read more about the data we hold on you, why we hold it and the lawful basis that applies in the employee privacy notice.

## **UNAUTHORIZED USE OF EMAIL, INTERNET, AND SOCIAL MEDIA**

The Council will not tolerate the use of E-Mail, Internet, or any Social Networking Site by employees for unofficial or inappropriate purposes, including:

- a) Any messages produced by employees, either during or outside of normal working hours, that could constitute bullying, harassment or other detriment to colleagues, our business or anyone associated with the business.
- b) Accessing or transmitting pornography.
- c) Connecting, posting, or downloading any information unrelated to their employment and in particular pornographic or other offensive material; or
- d) Engaging in computer hacking and other related activities or attempting to disable or compromise security of information contained on the Parish Council's computers.
- e) accessing websites which put our internet at risk of (including but not limited to) viruses, compromising our copyright or intellectual property rights;
- f) non-compliance of our social media policy;
- g) Personal use during working hours (e.g., social invitations, personal messages, jokes, cartoons, chain letters or other private matters)
- h) On-line gambling.
- i) Transmitting copyright information and/or any software available to the user.
- j) Posting confidential information about other employees, the Council or its customers or suppliers.
- k) Posting any comments, opinions, views or remarks, either during or outside of normal working hours, which could be considered detrimental to the Council, its employees, customers, suppliers or anyone else connected to the business, or bring the Council into disrepute.

Unauthorised or inappropriate use of the e-mail, internet or social media systems may result in disciplinary action which could include summary dismissal.

You are reminded that such activities (c and d) may constitute a criminal offence.

# **Health, Safety, Welfare and Hygiene**

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## **SAFETY**

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

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

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

You should report all accidents and injuries at work, no matter how minor, in the accident book and to your Line Manager.

You must ensure that you are aware of our fire and evacuation procedures and the action you should take in the event of such an emergency.

## **REFRESHMENT MAKING FACILITIES**

We provide refreshment making facilities for your use, which must be kept clean and tidy at all times.

## **ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and dependent on the circumstances, this may lead to your dismissal.

### **Consumption of Alcohol on the Premises**

Unless authorised by Management, you are expressly forbidden to consume alcohol when at work, or bring it on to our premises, in our vehicles or on the premises of our clients under any circumstances.

Any breach of this rule will be treated as gross misconduct and is likely to result in summary dismissal.

The Council will adopt a zero-tolerance policy to people driving vehicles above the appropriate breath alcohol level, as determined by legislation.

The following table should be used for guidance. If you are unsure as to what the appropriate level is then you should not drink alcohol and seek the advice of a Manager.

The current drink drive limits are:

<b>Level of alcohol</b>	<b>England, Wales &amp; Northern Ireland</b>	<b>Scotland</b>
Micrograms per 100 millilitres of breath	35	22
Milligrams per 100 millilitres of blood	80	50
Milligrams per 100 millilitres of urine	107	67

### **Drug Misuse or Abuse and Medication on the Premises**

If you misuse drugs during working hours or on our premises, in our vehicles or on the premises of our clients, you will be committing an act of gross misconduct and will thus render you likely to be summarily dismissed.

The same will apply to you if it is believed you are in possession of, or buying or selling of any illegal drugs, during working hours or on our premises, in our vehicles or on the premises of our clients.

Where you are taking medication, whether prescribed or 'over-the-counter,' you must ensure that you read the instructions and notify your Line Manager if there are any potential side-effects. You must also exercise your own judgment in the way you are feeling and if you believe that the medication will, or is, having any effect on your work or fitness for work in any way whatsoever.

We reserve the right to alter your tasks, role or duties whilst taking such medications. We also reserve the right to deny you access to Council machines, equipment and vehicles or require you to carry your prescription at all times whilst using such medications.

### **Testing**

We reserve the right to require you to submit to a sample test at any time. Sample tests will include (but are not limited to) blood, urine, breath, or saliva tests. A failure to adhere to this requirement will be considered a wilful refusal to follow a managerial instruction and adverse inferences may be drawn on your state of intoxication.

Testing will occur in one of the following situations:

- a) Pre-Employment or Pre-Placement Testing
- b) Random Testing
- c) Reasonable Suspicion Testing
- d) Post-Accident Testing
- e) Follow-Up Testing

### **NO SMOKING POLICY**

Smoking on the premises or in Parish Council vehicles is not permitted. You may only smoke during authorised breaks. Whilst there is no designated smoking area, you should ensure that you are away from the premises and any windows. This includes the use of e-cigarettes.

### **HYGIENE**

Any exposed cut or burn must be covered with a first-aid dressing.

If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

### **PERSONAL HYGIENE**

Your highest attention to your own personal hygiene is requested at all times, as you work in close proximity with our parishioners.

## **FITNESS FOR WORK**

If you arrive for work and, in our opinion, you are not fit to work, we reserve the right to exercise our duty of care if we believe that you may not be able to undertake your duties in a safe manner or may pose a safety risk to others and send you away for the remainder of the day with or without pay and, dependent on the circumstances, you may be liable to disciplinary action.

## **MANUAL HANDLING**

You are required, in accordance with the Manual Handling Regulations 1992, to advise us of any condition which may make you more vulnerable to injury.

# **Safeguarding Policy**

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## **INTRODUCTION**

Everyone has a duty to safeguard children, young people, and vulnerable adults. Holbeach Parish Council is committed to maintaining the welfare of people whilst they are using the Parish Council facilities described within this policy. This policy applies to:

- a) Anyone working for or on behalf of the Parish Council whether in a paid, voluntary, or commissioned capacity.
- b) Any individual or organisation hiring the Parish Council facilities for the purpose of delivering any service to children, young people, or vulnerable adults.

## **DEFINITIONS**

- a) Children and young people: Anyone under the age of 18 years
- b) Vulnerable Adult: Anyone over 18 who is: Unable to care for themselves; Unable to protect themselves from significant harm or exploitation; Or may be in need of community care services.

## **FACILITIES**

Holbeach Parish Council has no specific person, either Councillors or staff members who are involved in the care of children or adults at the facilities we manage or own, but will ensure that, should a concern arise the correct procedures related to this policy are followed.

## **SAFE ENVIRONMENT**

In order to promote a safe environment for children, young people and vulnerable adults, the Parish Council will:

- Provide safe facilities and ensure regular safety assessments are undertaken.
- Ensure that employees, councillors, and leaders of activities using parish council facilities, are aware of safeguarding expectations.
- Display on Coubro Chambers notice boards the relevant safeguarding contacts for advice and help.

## **Hire or use of facilities to groups for use with children, young people or vulnerable adults**

Holbeach Parish Council will require any group using its facilities to:

- Have public liability insurance.
- Have a suitable safeguarding children, young people and vulnerable adults policy and/or agree to work to the Parish Council's policy and relevant guidance.
- Ensure leaders make their members aware of the Parish Council Policy and ensure that it is followed whilst using parish facilities.
- Ensure leaders have valid enhanced Disclosure and Barring Service DBS checks as appropriate.
- Complete a risk assessment for individual activities.

## **SAFE WORKING PRACTICES**

All users of Parish Council facilities must follow the safeguarding children, young people and vulnerable adults' policy and procedures at all times. For example, they should:

- Never leave children, young people, or vulnerable adults unattended with adults who have not been subject to a Disclosure and Barring Service (DBS) check.
- Plan activities to involve more than one person being present or at least in sight or hearing of others. Alternatively, record, or inform others of their whereabouts and intended action.
- Where possible, have male and female leaders working with a mixed group.
- Ensure registers are complete and attendees are marked in and signed out.
- Ensure that photos or videos of individuals are not taken without written permission from parents/ carers.
- Ensure they have access to a first aid kit and telephone and know fire procedures.
- Ensure that where a child, young person, or vulnerable adult needs assistance with toilet trips and when first aid is required, that this is carried out in pairs or in the latter case, that it is carried out where they can be seen.
- When working outside, ensure activities, breaks and clothing are suitable for the weather conditions and that shelter is available where possible.

### **SAFTER RECRUITMENT AND DBS**

Holbeach Parish Council adopts safer recruitment practices for all employees, including agency employees, students, and volunteers, who might work with children and vulnerable adults as part of their jobs.

Even when the employee or volunteer is unlikely to work with children or vulnerable adults' certain safer recruitment practices will also be followed.

The key features of safer recruitment include:

- Advertising the post
- Application /shortlisting/interview
- References
- Safer selection
- Pre-appointment checks
- DBS checks
- Induction

### **SAFEGUARDING CONTACT DETAILS**

Safeguarding Children Lincolnshire County Council: 01522 782111 (8am - 8pm) or out of hours 01522 782333 (8pm - 8am).

Safeguarding Adults Lincolnshire County Council: 01522 782155

National Society for the Prevention of Cruelty to Children: 0808 800 500

## **Pandemic Policy**

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### **INTRODUCTION**

The Parish Council is committed to ensuring the health and safety of its workforce and the following procedure sets out the contingency measures that the Parish Council will bring into effect in the event of a pandemic outbreak. The following procedure aims to ensure that the Parish Council will be able to continue its business operations to the best of its abilities in such an event while protecting, as far as is reasonably practicable, our employees.

In outlining its procedures however, the Parish Council expects all of its employees to take reasonable care for themselves and others, to behave responsibly and sensibly, and to act at all times in line with the latest guidance from the Government.

### **COMMUNICATION**

During a pandemic, the Parish Council will nominate a senior member of the committee who will be responsible for communicating important messages to our workforce, including on the impact of the pandemic on our operations and the Parish Council's response to it, and to whom all questions from the workforce should be directed.



Communication may be undertaken by group meeting, email or by letter, or by other digital means if it is no longer possible to operate from the workplace.

### **BUSINESS TRAVEL**

The Parish Council recognises that there may be restrictions placed upon travel so will consider every business trip that is planned for the near future on an individual basis and identify if alternatives to making the trip can be considered, where possible. This may include postponing the trip or holding meetings digitally.

If travel is deemed necessary, we will conduct a full risk assessment into the risks associated with the trip with involvement from employees who are being asked to travel.

### **EMPLOYEE TRAVEL**

During a pandemic, certain countries may be identified as posing a particularly high risk to visitors. The Parish Council accepts that some of its employees will have made plans to travel which may include prebooked and paid for holidays. We would therefore ask that employees consider, for their health reasons, whether travelling to these countries is the best thing to do. If a decision is made to travel, we ask that employees let their Line Manager know of the countries to be visited so that their return can be managed appropriately.

If you would like to cancel any pre-booked annual leave, you should discuss this with your Line Manager however please be aware that we are under no obligation to allow you to change or cancel any previously booked holiday.

### **INFECTION CONTROL MEASURES AND PERIOD OF SELF-ISOLATION**

We expect all employees to follow all guidelines issued from the World Health Organisation or as advised by the UK Government or any other authority, in both daily life and whilst at work. This includes any social distancing measures. In addition, depending on the nature of the pandemic, the Government may require people to self-isolate, which means staying at home and not having contact with other people. In this situation, the following applies:

- a) All employees should keep up to date on Government guidance on who should self-isolate.
- b) If you are required to self-isolate, you must inform your Line Manager at the earliest opportunity. Your Line Manager will keep in contact with you during this period. You must not attend work during the isolation period.
- c) Where feasible, we may consider whether you can work from home during this period.
- d) Details of any payment being made during this time will be advised to you at the start of the self-isolation and will be in accordance with Government guidance at the time.

### **BECOMING ILL**

If you become ill from the threat to health, you should take and follow medical advice on the length of your sickness absence. Prior to returning to work you should ensure you are symptom free. You must not return before you are completely recovered. Your Line Manager will keep in touch during your absence and will confirm your return date with you.

Our normal sickness absence and sick pay procedure will apply. You are required to produce a medical certificate for illnesses lasting more than seven calendar days, however, we appreciate that you may not be in a position to obtain a medical certificate in usual timescales, therefore you should provide it as soon as is reasonably practicable.

Alternative medical certificates may be accepted, where it is confirmed by the UK Government that such are acceptable as evidence.

### **ATTENDANCE AT WORK**

Unless you are sick or are in self-isolation in accordance with Government guidance and have followed our usual reporting procedures in relation to absence, or not attending work under our specific instruction, you are expected to attend work as normal. However, if there is a reason why you think you may have been exposed to a threat to your health, or you begin to feel ill whilst at work, you should let your Line Manager know.

The Parish Council's leave and absence policies will be continuously reviewed as the status of the pandemic changes.

## **WORKING AT HOME OR ANOTHER LOCATION**

It may be necessary for us to require you to work from an alternative work location if, for example, instructions from a third party mean that entry into our current workplace is not permitted. Your flexibility in this regard will be expected, however, all instructions of this nature will be reasonable.

The Parish Council will consider, as part of its general approach to maintaining normal business operations, whether employees are to work from home and will take into consideration Government guidance on this issue. Obviously, this may not be possible in every case due to the nature of the business and individual roles. However, where applicable, we will assess the viability of this option, taking into consideration any equipment needed, at the relevant time and, as a result, you may be required to work from home for a temporary period. Employees should not assume that they will be permitted to work from home and advance authorisation will be needed in every case.

## **TEMPORARY BUSINESS CLOSURE**

Depending on the impact of the pandemic, it may become clear that the business is temporarily unable to continue its operations as normal. In some cases, we may be advised or required to close the business by the UK Government or other authority. In this scenario, we may be forced to close all, or part, of the business temporarily until such a time as we are able to resume operations. Whilst we will do everything we can to ensure that this does not happen, including the implementation of temporary home working where the nature of the role allows, we may be in a position where we are unable to provide you with work as normal. Where this happens, we may be left with no option but to place you on lay off or short time working. Any payments made to employees during lay off or short time working will be subject to legislation and Government guidance in place at the relevant time.

## **RETURNING TO WORK**

In the event that our business closes, we will closely monitor the situation in order to ascertain a time at which it may re-open, or if it has remained open but we have implemented a period of home-working, a time at which we are able to re-open the normal workplace. We will take into consideration guidance from the UK Government or other relevant authorities when making this assessment, including giving utmost priority to whether it is safe to do so and we will keep you updated on the current situation. When the decision has been made to re-open, we will endeavour to give you as much notice of this as possible. Heads of department will be responsible for contacting their team members to ensure that the time and date on which you are required to return to work has been communicated, as well as any additional health and safety measures that we require you to observe on your return. Unless otherwise directed, you will be required to return to the location at which you were working prior to the shutdown/home working period, and on the same hours of work.

On the first day back in the workplace, Managers will hold meetings with their teams to welcome you back and deliver any important messages about any adjustments to working that may still be required, for example, in respect of health and safety measures, in the delivery of our service to our parishioners. Your Line Manager will remain the initial point of contact for any questions that you may have about the delivery of our service on your return. If you work part-time or are not able to return on the re-open day due to sickness or other absence, your Line Manager will arrange a return-to-work meeting with you on your first day back.

Any equipment that you were provided with for the specific purpose of carrying out your duties at home during the shutdown/home working period, including but not limited to mobile phones and laptops, must be returned to us. You must also ensure that any Parish Council documentation or information used or printed out in your home is returned or brought into the workplace.

If you were already a home-worker prior to the shutdown/wider home-working period, your Line Manager will arrange a digital return to work discussion with you.

# **Anti-Bribery Policy**

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## **INTRODUCTION**

Bribery is a criminal offence. The Parish Council prohibits any form of bribery. We require compliance, from everyone connected with our business, with the highest ethical standards and anti-bribery laws applicable. Integrity and transparency are of utmost importance to us, and we have a zero-tolerance attitude towards corrupt activities of any kind, whether committed by employees or by third parties acting for or on behalf of the Parish Council.

## **POLICY**

It is prohibited, directly or indirectly, for any employee or person working on our behalf to offer, give, request or accept any bribe i.e. gift, loan, payment, reward or advantage, either in cash or any other form of inducement, to or from any person or company in order to gain commercial, contractual or regulatory advantage for the Parish Council, or in order to gain any personal advantage for an individual or anyone connected with the individual in a way that is unethical.

## **SUSPICION**

If we suspect that you have committed an act of bribery or attempted bribery, an investigation will be carried out and, in line with our disciplinary procedure where appropriate, action may be taken against you which may result in your dismissal, or the cessation of our business arrangement with you.

## **REPORTING**

If you, as an employee or person working on our behalf, suspect that an act of bribery or attempted bribery has taken place, even if you are not personally involved, you are expected to report this to the HR Committee. You may be asked to give a written account of events. Staff are reminded of the Parish Council's Whistleblowing Policy which is available in this Employee Handbook.

## **GIFTS AND HOSPITALITY**

We realise that the giving and receiving of gifts and hospitality as a reflection of friendship or appreciation where nothing is expected in return may occur, or even be commonplace, in our industry. This does not constitute bribery where it is proportionate and recorded properly.

No gift should be given, nor hospitality offered by an employee or anyone working on our behalf to any party in connection with our business without receiving prior written approval from the Council.

Similarly, no gift or offer of hospitality should be accepted by an employee or anyone working on our behalf without receiving prior written approval from the Council. In addition, employees are not permitted to make use of any services or be supplied with goods on a personal basis from any customer or supplier of goods and services or employee of any customer or supplier of goods and services to the Council because of the possible conflict of interest unless full disclosure has been made and prior written permission obtained from the Council. Should any such conduct come to the attention of the Council the Council reserves the right to treat this as gross misconduct for which your employment may be terminated without notice or payment in lieu.

## **RECORD KEEPING**

A record will be made by the HR Committee of every instance in which gifts or hospitality are given or received.

As the law is constantly changing, this policy is subject to review and the Parish Council reserves the right to amend this policy without prior notice.

# **Whistle-blowers**

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## **INTRODUCTION**

Under certain circumstances, employees are protected from suffering any detriment or termination of employment if they make disclosures about organisations for whom they work.

## **QUALIFYING DISCLOSURES**

Certain disclosures are prescribed by law as "qualifying disclosures". A "qualifying disclosure" means a disclosure of information that the employee genuinely and reasonably believes is in the public interest and shows that the Parish Council has committed a "relevant failure" by:

- a) committing a criminal offence;
- b) failing to comply with a legal obligation;
- c) a miscarriage of justice;
- d) endangering the health and safety of an individual;
- e) environmental damage; or
- f) concealing any information relating to the above.

These acts can be in the past, present, or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen. The Parish Council will take any concerns that you may raise relating to the above matters very seriously.

The Employment Rights Act 1996 provides protection for workers who 'blow the whistle' where they reasonably believe that some form of illegality, injustice or breach of health and safety has occurred or is likely to occur. The disclosure has to be "in the public interest". We encourage you to use the procedure to raise any such concerns.

### **THE PROCEDURE**

In the first instance you should report any concerns you may have to the HR Committee who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate official organisation or regulatory body or possible relevant bodies.

If you do not report your concerns the HR Committee you should take them direct to the appropriate organisation or body.

### **TREATMENT BY OTHERS**

Bullying, harassment, or any other detrimental treatment afforded to a colleague who has made a qualifying disclosure is unacceptable. Anyone found to have acted in such a manner will be subject to disciplinary action.

## **Disciplinary Procedures**

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### **INTRODUCTION**

It is necessary to have a minimum number of rules in the interests of the whole organisation.

The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen merely as a means of punishment. We reserve the right to amend these rules and procedures where appropriate.

Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.

The following rules and procedures should ensure that:

- a) the correct procedure is used when requiring you to attend a disciplinary hearing;
- b) you are fully aware of the standards of performance, action and behaviour required of you;
- c) disciplinary action, where necessary, is taken speedily and in a fair, uniform, and consistent manner;
- d) you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on contractual pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
- e) other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee at all stages of the formal disciplinary process;
- f) you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct;
- g) if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty;
- h) the Council will give you reasonable notice of any meetings in this procedure. You must make all reasonable efforts to attend. Failure to attend any meeting may result in it going ahead and a decision being taken. If

you do not attend a meeting, you will be given the opportunity to be represented and to make written submission;

- i) if your companion is not available for the proposed date of the meeting, you can request a postponement and can propose an alternative date that is within five working days of the original meeting date;
- j) if you are already subject to the Council's disciplinary procedure, and raise a grievance, the grievance will normally be heard after the completion of the disciplinary procedure;
- k) if you are suspended following allegations of misconduct, it will be on full pay and only for such time as is necessary. Suspension is not a disciplinary sanction. The Council will write to you to confirm any period of suspension and the reasons for it; and
- l) the Council may consider mediation at any stage of the disciplinary procedure where appropriate (for example where there have been communication breakdowns or allegations of bullying or harassment). Mediation is a dispute resolution process that requires the Council's and your consent.

## **DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences that may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other specific conditions, procedures, rules etc. that are contained within this handbook or that have otherwise been made known to you, will also result in this procedure being used to deal with such matters.

## **RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**

(These are examples only and not an exhaustive list.)

You will be liable to disciplinary action if you are found to have acted in any of the following ways:

- a) failure to abide by the general health and safety rules and procedures;
- b) smoking in designated non-smoking areas;
- c) consumption of alcohol on the premises;
- d) persistent absenteeism and/or lateness;
- e) unsatisfactory standards or output of work;
- f) rudeness towards parishioners, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language;
- g) failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours;
- h) unauthorised use of e-mail and internet;
- i) failure to carry out all reasonable instructions or follow our rules and procedures;
- j) unauthorised use or negligent damage or loss of our property;
- k) failure to report immediately any damage to property or premises caused by you;
- l) use of our vehicles without approval or the private use of our commercial vehicles without authorisation;
- m) failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs;
- n) if your work involves driving, failure to report immediately any type of driving conviction, or any summons which may lead to your conviction; and
- o) loss of driving licence where driving on public roads forms an essential part of the duties of the post.

## **SERIOUS MISCONDUCT**

Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.

You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

## **RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct.

However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a) theft or fraud;
- b) physical violence or bullying;
- c) deliberate damage to property;
- d) deliberate acts of unlawful discrimination or harassment;
- e) possession, or being under the influence and/or testing positive for drug use in a random sample drug test in line with our policy; and
- f) breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

\*For this purpose, the term 'drugs' is used to describe both illegal drugs and other psychoactive (mindaltering) substances which may or may not be illegal.

(The above examples are illustrative and do not form an exhaustive list.)

## **DISCIPLINARY PROCEDURE**

### **Disciplinary investigation**

The Council's HR committee will appoint an Investigator who will be responsible for undertaking the investigation - a fact-finding exercise to collect all relevant information. The Investigator will be independent and will normally be a councillor. If the HR committee considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee), it will appoint someone from outside the Council. The Investigator will be appointed as soon as possible after the allegations have been made. The HR committee will inform the Investigator of the terms of reference of the investigation. The terms of reference should deal with the following:

- what the investigation is required to examine;
- whether a recommendation is required;
- how the findings should be presented. For example, an investigator will often be required to present the findings in the form of a report; and
- who the findings should be reported to and who to contact for further direction if unexpected issues arise or advice is needed.

In cases of alleged unsatisfactory performance or of allegations of minor misconduct, the appointment of an investigator may not be necessary, and the Council may decide to commence disciplinary proceedings at the next stage.

You may be required to meet with the Investigator, where you will have the opportunity to comment on the allegations of misconduct. You will be given reasonable notice of the meeting with the Investigator so that you have reasonable time to prepare for it. If there are other persons (e.g. employees, councillors, members of the public or the Council's contractors) who can provide relevant information, the Investigator should try to obtain it from them in advance of the meeting with you.

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

The Investigator has no authority to take disciplinary action. Their role is to establish the facts of the case as quickly as possible and prepare a report that recommends to the HR Committee whether or not disciplinary action should be taken. The HR committee will decide whether further action will be taken. If the HR committee decides that it will not take disciplinary action, it may consider whether mediation would be appropriate in the circumstances.

### **The disciplinary meeting**

If the HR committee decides that there is a case to answer, it will appoint a HR sub-committee of three councillors. The HR sub-committee will appoint a Chairman from one of its members. The Investigator shall not sit on the sub-committee. No councillor with direct involvement in the matter shall be appointed to the sub-committee. If the HR committee considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee), it will appoint someone from outside the Council. You will be invited, in writing, to attend a disciplinary meeting. The sub-committee's letter will confirm the following:

- the names of its Chairman and other two members;
- details of the alleged misconduct, its possible consequences, and your statutory right to be accompanied at the meeting;
- a copy of the investigation report, all the supporting evidence and a copy of the Council's disciplinary procedure;
- the time and place for the meeting. You will be given reasonable notice of the hearing (normally 5 working days) so that he /she has sufficient time to prepare for it;
- that witnesses may attend on your and the Council's behalf and that both parties should inform each other of their witnesses' names at least two working days before the meeting;
- that you and the Council will provide each other with all supporting evidence at least two working days before the meeting. If witnesses are not attending the meeting, witness statements will be submitted to the other side at least two working days before the hearing; and
- that you may be accompanied by a companion - a workplace colleague, a trade union representative, or a trade union official

The disciplinary meeting will be conducted as follows:

- the Chairman will introduce the members of the sub-committee to the employee the Investigator will present the findings of the investigation report the Chairman will set out the Council's case and present supporting evidence (including any witnesses);
- you (or the companion) will set out your case and present evidence (including any witnesses);
- any member of the sub-committee and you (or the companion) may question the Investigator and any witness;
- you (or the companion) will have the opportunity to sum up your case;
- the Chairman will provide you with the sub-committee's decision with reasons, in writing, normally within five working days of the meeting. The Chairman will also notify you of the right to appeal the decision; and
- the disciplinary meeting may be adjourned to allow matters that were raised during the meeting to be investigated by the sub-committee.

### **DISCIPLINARY ACTION**

If the sub-committee decides that there should be disciplinary action, against you will be based on the following procedure:

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>	<b>FOURTH OCCASION</b>
<b>Unsatisfactory Conduct</b>	<b>Formal Verbal Warning</b>	<b>Written Warning</b>	<b>Final Written Warning</b>	<b>Dismissal</b>
<b>Misconduct</b>	<b>Written Warning</b>	<b>Final Written Warning</b>	<b>Dismissal</b>	
<b>Serious Misconduct</b>	<b>Final written warning</b>	<b>Dismissal</b>		
<b>Gross Misconduct</b>	<b>Dismissal</b>			

We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal.

If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you. You will be notified of the decision, in writing, normally within 5 working days of the meeting, including your right of appeal. The decision will include:

- of the reason for the warning, the improvement required (if appropriate) and the time period for improvement;
- That further misconduct/failure to improve will result in more serious disciplinary action of the right to appeal; and
- That a note confirming the warning will be placed on your personnel file, that a copy will be provided to you and how long the warning will remain in force for.

In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

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

## **PERIOD OF WARNINGS**

### **Formal verbal warning**

A formal verbal warning will normally be disregarded for disciplinary purposes after a three month period.

### **Written warning**

A written warning will normally be disregarded for disciplinary purposes after a six month period.

### **Final written warning**

A final written warning will normally be disregarded for disciplinary purposes after a twelve month period.

## **GENERAL NOTES**

If you are in a supervisory or Managerial position, then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.

In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

Gross misconduct offences will result in dismissal without notice.

You have the right to appeal against any disciplinary action.

# **Grievance Procedure**

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It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.

## **THIS POLICY CONFIRMS:**

- The Council will give employees reasonable notice of the date of the grievance/appeal meetings. You and your companion must make all reasonable efforts to attend. If your companion is not available for the proposed date of the meeting, you can request a postponement and can propose an alternative date that is within five working days of the original meeting date.
- Any changes to specified time limits must be agreed by the employee and the Council.
- You have the right to appeal against the decision about your grievance. The appeal decision is final.
- You have the right to be accompanied or represented at any formal grievance or appeal meeting by a workplace colleague, a trade union representative, or a trade union official. The companion will be permitted to address the grievance/appeal meetings, to present your case for your grievance/appeal and to confer with you. The companion cannot answer questions put to you, address the meeting against your wishes or prevent you from explaining your case.
- If you are already subject to a disciplinary process raises a grievance, the grievance will normally be heard after completion of the disciplinary procedure.
- If a grievance is not upheld, no disciplinary action will be taken against you have raised the grievance in good faith.
- The Council may consider mediation at any stage of the grievance procedure where appropriate, (for example where there have been communication breakdowns or allegations of bullying or harassment). Mediation is a dispute resolution process which requires the Council's and the employee's consent.



- If the grievance is a code of conduct complaint against a councillor, the employee should raise this with the HR committee, who will review the grievance and agree to refer any points which relate to the code of conduct of a councillor to the monitoring officer at South Holland District Council. The employee can contact the monitoring officer of South Holland District Council who will inform the employee whether or not the complaint can be dealt with under the code of conduct. However, whatever the complaint, the council has a duty of care to its employees. It must take all reasonable steps to ensure employees have a safe working environment, therefore practical outcomes on the grievance will still be able to be provided in relation to the review of policies, undertaking risk assessments, mediation etc, but NOT whether a breach of the code of conduct has occurred.

### **INFORMAL GRIEVANCE PROCEDURE**

The Council and its employees benefit if grievances are resolved informally and as quickly as possible. As soon as a problem arises, you should raise it with your Line Manager to see if an informal solution is possible. Both should try to resolve the matter at this stage. If you do not want to discuss the grievance with your Line Manager (for example, because it concerns the Line Manager), you should contact the Chairman of the HR committee or, if appropriate, another member of the HR committee

### **FORMAL GRIEVANCE PROCEDURE**

If it is not possible to resolve the grievance informally, you may submit a formal grievance. It should be submitted in writing to the Chairman of the HR committee. The HR committee will appoint a sub-committee of three members to investigate the grievance. The subcommittee will appoint a Chairman from one of its members. No councillor with direct involvement in the matter shall be appointed to the subcommittee.

The sub-committee will investigate the matter before the grievance meeting which may include interviewing others (e.g. employees, councillors or members of the public). You will be asked, in writing, to attend a grievance meeting. The sub-committee's letter will include the following:

- The names of its Chairman and other members
- A summary of your grievance based on your written submission
- The date, time and place for the meeting. You will be given reasonable notice of the meeting (normally 5 working days)
- Your right to be accompanied by a workplace colleague, a trade union representative or a trade union official
- A copy of the Council's grievance policy
- Confirmation that, if necessary, witnesses may attend on your behalf and that you should provide the names of your witnesses at least two working days before the meeting
- Confirmation that you will provide the Council with any supporting evidence at least two working days before the meeting.

#### **At the grievance meeting:**

- The Chairman will introduce the members of the sub-committee to you
- You (or companion) will set out the grievance and present the evidence
- The Chairman will ask you what action does you want the Council to take
- Any member of the sub-committee and you (or the companion) may question any witness
- You (or companion) will have the opportunity to sum up the case
- A grievance meeting may be adjourned to allow matters that were raised during the meeting to be investigated by the sub-committee.

The Chairman will provide you with the sub-committee's decision, in writing, normally within 5 working days of the meeting. The letter will notify you of the action, if any, that the Council will take and of your right to appeal.

## **Appeal Procedure (Capability / Disciplinary / Grievance)**

You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you, or any grievance you have raised. If you wish to exercise this right, you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment within **5 working days**. An appeal

against a formal warning or dismissal should give details of why the penalty imposed is too severe, inappropriate, or unfair in the circumstances. All appeals must clearly specify the grounds for the appeal.

Appeals may be raised on a number of grounds, e.g.:

- a failure by the Council to follow its relevant policy
- the decision was not supported by the evidence
- the action proposed by the sub-committee was inadequate/inappropriate
- new evidence has come to light since the meeting

The Appeal will be heard by a panel of three members of the Council who have not previously been involved in the case. If the HR committee considers that there are no councillors who are independent (for example, because they all have direct involvement in the allegations about the employee or have previously been involved with the case), it will appoint someone from outside the Council. The appeal panel will appoint a Chairman from one of its members. You will be given reasonable notice of the appeal hearing (normally 5 working days').

If you are appealing on the grounds that you have not committed the offence, then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the person who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.

You may be accompanied at any stage of the appeal hearing by a workplace colleague, a trade union representative, or a trade union official.

**At the appeal meeting, the Chairman will:**

- Introduce the panel members to the employee
- Explain the purpose of the meeting, which is to hear the employee's reasons for appealing against the decision of the staffing sub-committee
- Explain the action that the appeal panel may take.
- The employee (or his/her companion) will be asked to explain the grounds of his/her appeal.

The Chairman will inform you that you will receive the decision and the panel's reasons, in writing, normally within five working days of the appeal meeting. The appeal panel may decide to uphold the decision of the Sub Committee or substitute its own decision. **The decision of the appeal panel is final.**

## Personal Harassment Policy & Procedure

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### INTRODUCTION

Harassment or victimisation on the grounds of the following protected characteristic: age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation is unacceptable.

Personal harassment takes many forms but whatever form it takes, it is unlawful under the Equality Act 2010 and will not be tolerated.

This policy will be reviewed regularly to ensure it remains up to date and in order to monitor its effectiveness.

### SCOPE

We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all those who work for us. This includes employees, workers, agency workers, volunteers, and contractors in all areas of our Parish Council, including any overseas sites.

### DEFINITIONS

#### Harassment

This is unwanted conduct related to a relevant protected characteristic that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

Unwanted conduct can include:

- spoken words;
- banter;

- written words;
- posts or contact on social media;
- imagery;
- graffiti;
- physical gestures;
- facial expressions;
- mimicry;
- jokes or pranks;
- acts affecting a person's surroundings;
- aggression; and
- physical behaviour towards a person or their property.

### **Sexual Harassment**

This is unwanted conduct of a sexual nature which has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person.

- sexual comments or jokes;
- displaying sexually graphic pictures, posters or photos;
- suggestive looks, staring or leering;
- propositions and sexual advances;
- making promises in return for sexual favours;
- sexual gestures;
- intrusive questions about a person's private or sex life or a person discussing their own sex life; h) sexual posts or contact on social media;
- spreading sexual rumours about a person;
- sending sexually explicit emails or text messages; and
- unwelcome touching, hugging, massaging or kissing.

### **Less favourable treatment for rejecting or submitting to unwanted conduct**

This occurs when:

- a) someone is subjected to unwanted conduct:
  - i) of a sexual nature;
  - ii) related to sex; or
  - iii) related to gender reassignment.
- b) the unwanted conduct has the purpose or effect of:
  - i) violating their dignity; or
  - ii) creating an intimidating, hostile degrading, humiliating or offensive environment for them, and
- c) they are treated less favourably because they submitted to or rejected the unwanted conduct.

### **CIRCUMSTANCES WHICH ARE COVERED**

This policy covers behaviour which occurs in the following situations:

- a) a work situation
- b) a situation occurring outside of the normal workplace or normal working hours which is related to work, for example, a working lunch or social event with colleagues;
- c) outside of a work situation but against a colleague or other person connected to the Parish Council, including on social media;
- d) against anyone outside of a work situation where they incident is relevant to their suitability to carry out the role.

### **COMPLAINING ABOUT PERSONAL HARASSMENT**

#### **Informal Complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate 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 colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a

confidential helper. This person cannot be the person who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment, 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, and your confidential helper can assist you in this.

### **Formal Complaint**

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of the HR Committee as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:

- a) the name of the alleged harasser;
- b) the nature of the alleged harassment;
- c) the dates and times when the alleged harassment occurred;
- d) the names of any witnesses; and
- e) any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint, we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with contractual pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation, which will normally be within ten working days of the meeting with you, the decision of the investigator, detailing the findings, will be sent in writing to you.

You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

### **DISCIPLINARY ACTION**

If the decision is that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.

When deciding on the level of disciplinary sanction to be applied, we will take into consideration aggravating factors such as abuse of power over a more junior colleague.

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

### **THIRD PARTY HARASSMENT**

Third party harassment occurs when one of our workforce is subjected to harassment by someone who is not part of our workforce but who is encountered in connection with work. This includes our parishioners, suppliers, members of the public. Third party harassment of our workforce will not be tolerated.

In order to prevent third party harassment from occurring, we have a zero-tolerance policy.

Should you be subjected to third party harassment, you are encouraged to report this as soon as possible to the HR Committee.

Should a parishioner harass a member of our workforce, they will be warned that continued provision of our service to them will cease if they are to act in a similar way again. Should their behaviour recur, they will be informed that our service to them will cease. Any criminal acts will be reported to the police, and we will share information relating to the incident with our other branches to ensure that we maintain a consistent approach to the cessation of our services.

# Equality, Inclusion and Diversity Policy

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## STATEMENT OF POLICY

The terms equality, inclusion and diversity are at the heart of this policy. 'Equality' means ensuring everyone has the same opportunities to fulfil their potential free from discrimination. 'Inclusion' means ensuring everyone feels comfortable to be themselves at work and feels the worth of their contribution. 'Diversity' means the celebration of individual differences amongst the workforce. We will actively support diversity and inclusion and ensure that all our employees are valued and treated with dignity and respect. We want to encourage everyone in our business to reach their potential.

We recognise that discrimination is unacceptable and although equality of opportunity has been a long-standing feature of our employment practices and procedure, we have made the decision to adopt a formal policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action up to and including dismissal.

The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex, or sexual orientation.

We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.

The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.

The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.

We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

## RECRUITMENT AND SELECTION

The recruitment and selection process are crucially important to any equality, inclusion and diversity policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.

Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.

### Advertisements

We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.

We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.

### Application Form

Candidates for all posts will, except on some occasions when a vacancy is restricted to internal recruitment, be asked to complete a standard application form, in order that they can be judged on the basis of comparable information.

We will not disqualify any applicant because they are unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

Job descriptions, where used, will be revised to ensure that they are in line with this policy. Job requirements will be reflected accurately in any personnel specifications.

Selection decisions will not be influenced by any perceived prejudices of other staff.

Applicants will be asked if they wish to make the Council aware of any disabilities, as defined in the Disability Discrimination Act 1995, and whether there are any reasonable adjustments needed for them to attend an interview. All applicants with a disability who meet the essential criteria for a job will be interviewed and considered on their merits.

Applicants will also be required to declare if they are related to any member of staff within the Parish Council. Canvassing of members of the Parish Council is not permitted. No councillor should be put into a position where he or she is asked to interview a person to whom they are related.

All completed applications forms are private and confidential and should only be made available to those directly involved in the recruitment and selection process.

All unsuccessful Applicants' details will be stored for three months. It is the Parish Council's policy not to communicate further with applicants other than those who are shortlisted. A note to this effect is included in the details sent out to applicants.

### **Selection Methods**

Short listing and interviewing will be carried out by a panel comprising of ideally three persons, but a minimum of two persons, gender balanced wherever possible.

Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

Selection decisions will not be influenced by any perceived prejudices of other staff.

All interviewed candidates will be notified of the outcome of the selection process as soon as possible, either by telephone or letter.

All unsuccessful Interviewees' application forms and interview notes will be retained for one year from the date of interviews taking place. After this date they will be destroyed.

### **Relevant Checks**

All offers of employment will be made conditional upon satisfactory results from the following:

- two satisfactory references;
- confirmation of the right to work in this country (if appropriate)
- Criminal Records Disclosure (if appropriate).

### **TRAINING AND PROMOTION**

Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

All promotion will be in line with this policy.

### **MONITORING**

We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

Monitoring may involve:

- the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;
- the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and
- recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

## **Termination of Employment**

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### **RESIGNATIONS**

All resignations must be supplied in writing, stating the reason for resigning your post.

**EXIT INTERVIEWS**

All employees who leave the employment of the Council voluntarily will have an exit interview with their Line Manager before their last day of employment.

Exit interviews provide the opportunity for departing employees to discuss their reasons for leaving. The information provided is useful in identifying trends, learning and development and evaluating the effectiveness of the Recruitment Policy and practices.

The appropriate Line Manager should receive all appropriate information, such as recommendations made for change, or significant issues raised in the questionnaire, whilst bearing in mind confidentiality issues. The exit interview questionnaire will be retained on the employee’s personal file.

**TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual Statement of Main Terms of Employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment. You will also forfeit any contractual accrued holiday pay due to you over and above your statutory holiday pay, if you fail to give or work the required period of notice.

**RETURN OF OUR PROPERTY**

On the termination of your employment, you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

**RETURN OF VEHICLES**

On termination of your employment, you must return any Parish Council vehicle in your possession to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

**GARDEN LEAVE**

If either you or the Parish Council serves notice on the other to terminate your employment the Parish Council may require you to take “garden leave” for all or part of the remaining period of your employment.

**NB. During any period of garden leave you will continue to receive your full pay and any other contractual benefits.**

**I hereby confirm that I have received a copy of the Council Handbook and accept that it forms part of my Contract of Employment**

.....  
**Employee’s Name**

.....  
**Employee’s Signature**

.....  
**Date**

<b>Version</b>	<b>Date Approved</b>	<b>Amendments Made</b>	<b>Next Review Date</b>
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