



**COMMITTEE MEMBERSHIP:**

M. Gingell (Chair), K. Murphy (ex-officio), S. Browne (Vice Chair)  
S. Olander (ex-officio), R. Peaty, J. Robertson, E. Taylor, D. Craggs

**FOR INFORMATION:**

J. Welch, D. Collins, S. Kiddie, A. Kitchen, L. Sinfield, A. Goulder  
Town Clerk

**DISS TOWN COUNCIL**

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**DEPUTY TOWN CLERK (COO)**

Miss S French (CiLCA) (Cert. Ed)

Our ref: EX 28.06.23

Date: 19/06/2024

**NOTICE OF MEETING**

Dear Members of the Public and Press,

You are cordially invited to attend a meeting of **Executive Committee** to be held in the **Council Chamber** at **Diss Corn Hall** on **Wednesday 26th June 2024** at **7.15pm** to consider the business detailed below.

Chief Operations Officer / Deputy Town Clerk

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**AGENDA**

- 1. Election of Chairman of the Executive Committee for the Municipal Year 2024/25**  
To elect a new Chairman of the Executive Committee.
- 2. Apologies.**  
To receive and consider apologies for absence.
- 3. Election of Vice-Chairman of the Executive Committee for the Municipal Year 2024/25**  
To elect a new Vice Chairman of the Executive Committee.
- 4. Nomination of Substitute Representatives**  
To note nominated substitute representatives attending in place of those who have sent their apologies.
- 5. Declarations of Interest and Requests for Dispensations**  
To note any declarations of members' pecuniary and/or non-pecuniary/other interests pertaining to items on the following agenda, to note any dispensations granted in respect of business to be discussed and to consider any requests for dispensations.
- 6. Minutes**  
To confirm as a true record, the minutes of the Executive Committee meeting held on 6th March 2024. (Copy herewith)

- 7. Public Participation**  
To consider a resolution under Standing Orders 3d to 3h to suspend the meeting to hear comments from members of the public on items to be discussed on the agenda To consider a resolution under Standing Orders 3d to 3h to suspend the meeting to hear comments from members of the public on items to be discussed on the agenda (*the period of designated time for public participation is 20 minutes unless directed by the Chairman of the meeting and individual members of the public are entitled to speak for a maximum of five minutes each*).
- 8. Items of URGENT business**  
To discuss any item(s) of business which the Chair or (Deputy) Town Clerk has previously been informed at least 24 hours before the meeting and decides should be considered as a matter of urgency (*councillors are reminded that no resolutions can be made under this agenda item*).
- 9. Internal Auditors Report (final 23-24)**  
To receive the Council's Internal Audit report for the financial year to 31<sup>st</sup> March 2024 (report reference 08/2425 refers).
- 10. New Staffing Contracts & Staffing Handbook**  
To review and approve new staffing contracts & Staffing Handbook following a review of our HR consultant's Worknest which has incorporated all new legislation.
- 11. Progress report**  
To note progress on decisions made at the last meeting of this committee will be reviewed at the June meeting.
- 12. Date of Next Meeting**  
To note that the next meeting of the Executive Committee is scheduled to take place on Wednesday 18<sup>th</sup> September 2024 at 7.15pm.
- 13. Public Bodies (Admissions to Meetings)**  
To consider a resolution under the Public Bodies (Admissions to Meetings) Act 1960 and Standing Orders 3d to exclude members of the public and press in order to discuss the following item which is properly considered to be of a confidential nature.
- 14. Photocopier Savings**  
To approve changing photocopier supplier to save on costs for photocopying. (Report reference 09/2425 refers).
- 15. The Cornhall**  
To approve a request for essential work required on the Cornhall roof. (Report reference 10/2425 refers).
- 16. RFO**  
To receive a report regarding the RFO position. (Report reference 11/2425 refers).

## NOTES

1 - Council has a statutory legal duty under the Localism Act 2011 s2 and has adopted a code dealing with the conduct that is expected of members in order to promote high standards of conduct as required by the Act. Members' disclosable pecuniary interests are kept on a register available to view on the Council's website. Allegations about the conduct of a councillor may be made to the district council's monitoring officer. Diss Town Council has also adopted a dispensation policy.

The reports and enclosures referred to in this agenda are available (unless marked confidential) for public inspection on our website.

## DISS TOWN COUNCIL

## MINUTES

DRAFT

Minutes of the meeting of the Executive Committee held in the **Council Chamber** at **Diss Corn Hall** on **Wednesday 13<sup>th</sup> March 2024 at 7.15pm.**

Present: Councillors: M. Gingell (Chair)  
S. Browne (Vice-Chair)  
S. Olander (ex-officio)  
R. Peaty  
J. Robertson  
E. Taylor  
K. Murphy (ex-officio)

In attendance: S. French (Chief Operations Officer/Deputy Town Clerk)

EX0324/01

**APOLOGIES**

There were none.

EX0324/02

**NOMINATION OF SUBSTITUTE REPRESENTATIVES**

There were none.

EX0324/03

**DECLARATIONS OF INTEREST**

There were none.

EX0324/04

**MINUTES**

Members confirmed that the minutes of the Executive Committee meeting held on 6<sup>th</sup> December 2023, were a true record and signed by the Chairman.

EX0324/05

**PUBLIC PARTICIPATION**

There were no members of the public present.

EX0324/06

**ITEMS OF URGENT BUSINESS**

There were no items of urgent business.

EX0324/07

**POLICIES**

Members considered the revised Data & Document Retention Policy. It was

**RESOLVED:** To agree and adopt the new revised Data & Document Retention Policy.

**(Action: Deputy Town Clerk; immediately)**

EX0324/08

**PROGRESS REPORT**

Members noted progress on decisions made at the last meeting of this committee.

EX0324/09

**FINANCE**

Members received the 3rd finance quarterly report (report reference 54/2324 refers). Councillors deliberated on the extent of the underestimated funds in the current budget and received an update from the Chair on the reasons behind the oversight. Additionally, councillors discussed the expenses related to the Corn Hall and the future funding considerations for maintaining the building's structure.

EX0324/10

**INTERNAL CONTROLS**

Members received a report on the Internal Control documents, (report reference 55/2324) they discussed the changes to the documents and agreed on some minor amendments which they would like implemented.

- a) Insurance Schedule – No changes required.
- b) Financial Regulations 2024 – The amendments to be implemented were to put 4.2 in bold.

- c) External & Internal Audit Policy – No amendments.
- d) Financial Reserves Policy – No amendments.
- e) Financial Statement Control Policy – Amendments to Appendix 1.3 should state meetings to start in April and then bi-monthly.
- f) Governance and Risk Management Policy – Councillors would like the sudden loss of councillors likelihood looked at again.
- g) Investment Strategy

It was.

**RESOLVED:** To recommend to Full Council the adoption of the following internal control documents once the minor amendments have been completed.

**(Action: Deputy Town Clerk; immediately)**

**EX0324/11**

**MEMBER FORUM**

Members considered information or issues relevant to this committee from members for brief discussion, action or inclusion on a future agenda.-

Councillors brought up the subject of the performance of the Maintenance Team and their operational strategies, particularly regarding their consistent deployment in pairs and some identified challenges within their workflow. Members expressed a desire for a thorough assessment of the team to be conducted to explore the feasibility of engaging contractors rather than retaining a full-time in-house staff. This assessment should encompass a comprehensive cost-benefit analysis to inform future decision-making. It was suggested that a report detailing these findings be prepared for presentation to Full Council no later than June. This timeline is to ensure that this course of action is considered before the new budgeting cycle.

Additionally, the council deliberated on the recent discussions within the Diss Community noticeboard regarding the recent increase in Diss Town Council's portion of the Council Tax. There was a consensus amongst the councillors to create an informational flyer, the intent of the flyer is to facilitate public understanding of the factors contributing to the increase in their council tax and ensure transparency. This would like the flyer made available on our website for public access.

**(Action: Town Clerk; immediately)**

**EX0324/12**

**DATE OF NEXT MEETING**

Members noted that the next meeting of the Executive Committee is scheduled to take place on Wednesday 26<sup>th</sup> June 2024 at 7.15pm.

**EX0324/13**

**PUBLIC BODIES (ADMISSIONS TO MEETINGS)**

members considered a resolution under the Public Bodies (Admissions to Meetings) Act 1960 and Standing Orders 3d to exclude members of the public and press in order to discuss the following item which is properly considered to be of a confidential nature.

**EX0324/14**

**ACTING RFO UPDATE**

Members received a report on updates implemented by the new Acting RFO. (Report reference 56/2324).

**EX0324/15**

**COMMUNITY GOVERNANCE – ACADEMIC STUDY DAY**

Members received a report on upcoming academic study days and the associated costs for Council. (Report reference 57/2324). It was

**RESOLVED:** To agree to the resolutions as per report reference 57/2324.

**(Action: Deputy Town Clerk; immediately)**

The meeting closed at 20:46

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Chairman: Mark Gingell



## DISS TOWN COUNCIL

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Report Number:  
**08/2425**

Report to:	Executive Committee
Date of Meeting:	26 <sup>th</sup> June 2024
Authorship:	RFO
Subject:	Internal Audit Report 2023-24 (Final)

### 1. Introduction

- 1.1 The Council has received the final internal audit report from Mrs Victoria Waples, which assesses the effectiveness of its risk management, control, and governance processes and considers internal auditing guidelines for smaller authorities.
- 1.2 The executive committee should review and consider the report before recommending to Full Council the implementation of the recommendations and the incorporation of new guidance and changes in the Council's activities.
- 1.3 The final internal audit was conducted in person, on 23<sup>rd</sup> May 2023, by the auditor Mrs Victoria Waples. This marks the second year of an agreed three-year auditing services contract, with the necessary letters of engagement were completed.
- 1.4 The complete interim internal audit report and recommendations response sheet are provided in Appendix A.

### 2. Report Recommendations

#### 2.1 **Recommendation 1 – Website Contract Details page 4**

Under the Public Contract Regulations 2015, and not advertised contracts awarded under £25,000 before December 2022, or over £30,000 thereafter, should be published in the Award Details Section, and should detail the full company name of the winning contract, the date on which the contract was entered and the total value of the contract.

#### **Action on Recommendation 1 – Website Contract Details:-**

We will undertake the following steps to ensure that we meet recommendation 1:-

- (a) Review and Update Website Content: We will review our current website content to identify any contracts awarded under £25,000 before December 2022, and over £30,000 thereafter, that have not yet been published in the Award Details Section.
- (b) Publish Required Information: For each applicable contract, we will publish the full company name of the winning contractor, the date on which the contract was entered, and the total value of the contract.
- (c) Ongoing Compliance: We will establish a process to ensure that all future contracts meeting these criteria are promptly published on our website per the Public Contract Regulations 2015.

## **2.2 Recommendation 2 – Standing Orders Procurement Values page 5**

Council should ensure that Standing Orders 18Av and 18C are amended to reflect the changes to procurement thresholds to match those on the Financial Regulations.

### **Action on Recommendation 2 – Standing Orders Procurement Values page 5**

Standing Orders have now been reviewed and will be submitted to Council at the next Full Council meeting which includes the required amendments as suggested by the auditor.

## **2.3 Recommendation 3 – Long-Term Investments page 16**

Council might wish to note that proper practices defines Long-term investments as being for more than 12 month terms must be reported as assets in the AGAR at section 2, line 9.

### **Action on Recommendation 3 – Long Term Investments page 16**

- (a) Currently Diss Town Council (DTC) has two long-term savings accounts with Lloyds Bank, maturing in January and June 2025. We were previously unaware that these should have been included as assets at year-end, we will ensure that these investments are appropriately reported in future years.
- (b) Although these investments will no longer be relevant by the end of the financial year 2024-25, we will commit to including any future long-term investments as assets in our financial reports.

#### **Recommendation(s)**

**To note the contents of the internal audit report 2023-24 (final) (Appendix A)**

**To approve the proposed actions as appropriate responses to the internal audit report's recommendations and to forward to the July FC meeting for ratification.**

## DISS ANNUAL INTERNAL AUDIT – 2023 – 2024 – FINAL REPORT

## Report to Diss Town Council

### Internal Audit of the Accounts for the Year Ending 31<sup>st</sup> March 2024

Smaller authorities are required by the Accounts and Audit Regulations 2015 to ‘undertake an effective internal audit to evaluate the effectiveness of its risk management, control and governance processes, taking into account public sector internal auditing standards or guidance’.

The primary objective of Internal Audit will be to independently review, appraise and provide assurance upon the control environment, making sure that controls are mitigating the Council from increased risk exposure, and to achieve this, the internal auditor will adopt a predominantly systems-based approach to audit.

The Accounts for the period ending 31<sup>st</sup> March 2024 can be summarized as follows:

Income to date:	£1,081,220
Expenditure to date:	£803,083
Precept figure for the year:	£591,978
General Reserves for the year:	£293,060
Earmarked Reserves for the year:	£663,023

The following Internal Audit work was carried out on the adequacy of systems of internal control in accordance with the scope previously approved by the Council with particular emphasis upon the following:

- Review and assess the soundness, adequacy, effectiveness and reliability of financial and performance management systems
- Review and assess the efficiency and effectiveness of internal control arrangements and working practices and make recommendations to improve these where appropriate
- Review and assess the adequacy of procedures to ensure the Council's assets and interests are adequately protected and risks are identified and effectively managed
- Check for compliance with legislation and the Council's integrity and ethical standards, policies and procedures
- Review and test the books, accounts, transactions and vouchers on a sample basis in order to arrive at an opinion on the systems in place.

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Comments and any recommendations arising from the review are made below:

Subject & tests carried out	Comments/Recommendations
<p><b>1. Proper book-keeping.</b>  <b>Examination of</b></p> <ul style="list-style-type: none"> <li>• <b>Cashbook</b></li> <li>• <b>Reconciliations of cashbook</b></li> </ul>	<p>As stated in previous internal audit reports, the council uses the RBS Rialtas Omega accounting package which produces reports on an Income and Expenditure basis. Council follows Proper Practices in ensuring that its accounting procedure gives a more accurate presentation of an authority's true financial position by focusing on the balance of economic benefits that it has under its control, rather than just its bank balance.</p> <p>The cashbook is reconciled on a monthly basis, regularly verified against bank statements and contains entries from day to day of all sums of money received and expended by the council along with matters to which the income and expenditure relates. All receipts and expenditure transactions are referenced with a description as to the expenditure and income being incurred to ensure the integrity of data being input and processed. The Responsible Financial Officer (RFO) has ensured that the full range of the financial package has been used for the preparation of the end-of-year accounts. The year-end procedure was outsourced to Rialtas and carried out in conjunction with the RFO.</p> <p>Spot checks were made and were found to be correct. Journal entries between cost codes for the period under review were seen and verified. The RFO has ensured that the cash book is the focus for day-to-day accounting and is aware that the balancing off and reconciliation to the bank statement remains the most important control over the accounting system.</p>
<p><b>2. Payment controls.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Understanding of the process involved for reclaiming VAT</b></li> <li>• <b>Expenditure controls</b></li> <li>• <b>Internet Banking controls</b></li> <li>• <b>Procurement controls</b></li> <li>• <b>Tenders submitted</b></li> <li>• <b>General power of competence</b></li> </ul>	<p>VAT is identified in the cash book and reclaimed on a quarterly basis. The VAT Assessment Files for the remaining two quarters to 31<sup>st</sup> March 2024, as produced by the accounting package operated by the Finance Officer, were scrutinised against cashbook and banking records. Settlement of the account submitted for the third quarter was verified and evidenced from the Council's bank statements. It is noted that the claim for the last quarter of 2023-2024 in the sum of £10,760.21 has been correctly defined in the year-end accounts as a Debtor. In accordance with relevant guidelines, partial exemption is applied where VAT input is to average less than £625 per month or £7,500 per annum or be less than 5% of the total VAT incurred.</p>



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	<p><i>Comment: VAT has been appropriately identified in relation and correctly coded according to the Council's business and non-business activities within the financial records of the software used by council and the Council has robust arrangements in place for handling its responsibilities regarding VAT.</i></p> <p>In accordance with its own Financial Regulation 5.2, all expenditure is presented to Council on a monthly basis for review and authorisation for payment is made by resolution. Council has ensured that, for the settlement of its invoices by the BACS system, and in accordance with Financial Regulation 6.10, there is a two-tier authorisation system which ensures that the instructions for each payment are signed, or otherwise evidenced, by two authorised bank signatories. A review of the procedures followed for receipt of invoices, agreement of invoice detail and confirmation of goods or services delivery along with approval for payments was undertaken on thirty (30) individual payments in the period between 1<sup>st</sup> March and 30<sup>th</sup> September 2023. In the actions undertaken in committing the Council's resources, Council is operating within Financial Regulations 5.2; 6.9 through to 6.10.</p> <p>Council continues to show good practice by ensuring that, on receipt of invoices, verification that the relevant goods or services have been received is obtained and invoices checked to ensure that the arithmetic is correct, agreed discounts have been deducted and everything is acceptable regarding reclaiming the VAT.</p> <p><i>Comment: this system continues to protect the Responsible Financial Officer as well as fulfilling an internal control objective to ensure the safeguarding of public money thereby allowing Council to ensure that it has maintained an adequate system of internal control, including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.</i></p> <p>A further spot check of items paid via Direct Debit system from the Council's Accounts were cross checked against cashbook, bank statements and invoices. All were found to have an underlying audit trail with appropriate documentation in place.</p> <p><i>Comment: in accordance with Financial Regulation 6.8, payments for utility supplies which arise on a regular basis as the result of a continuing contract, statutory duty, or obligation may be made by variable Direct Debit provided that the instructions are signed by two Officers and any payment made are reported to Council.</i></p> <p>The Council's Purchase Order file for items ordered in accordance with Council's own Financial Regulations was reviewed during the internal audit visit. A random sample</p>
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	<p>of orders placed during the period under review shows that Council has operated within its own Financial Regulations within the limits set for the purchase of goods and services above which three estimates or quotes should be invited from persons or firms competent to do the work.</p> <p><i>Comment: Council follows good practice by ensuring that an official order is issued for all work, goods and services unless a formal contract is to be prepared or an official order would be inappropriate. Council further demonstrates good practise by understanding that official orders both commit a supplier to a price and help prevent unauthorised credit being granted in the authority’s name. In accordance with proper practises, on receipt of invoices, verification that the relevant goods or services have been received is obtained and invoices are checked to ensure that the arithmetic is correct, agreed discounts have been deducted and everything is acceptable regarding reclaiming the VAT. The Purchase Order file is numerically held and controlled by the Responsible Financial Officer/Clerk. All orders are authorised in accordance with Financial Regulation 10.1.</i></p> <p>Where Council has chosen to invite specific firms to tender, it has ensured that the reasons for such an action is recorded in accordance with guidance.</p> <p><i>Comment: Council should note that Regulation 112 of the Public Contract Regulations 2015 states that, in such circumstances, where the opportunity was not advertised, it must still publish the awarding of the contract (under £25,00 prior to 21<sup>st</sup> December 2022 and over £30,000 thereafter) on the Contracts Finder within a reasonable timeframe. It is recommended that this information is published in the Award Details section and should detail the full company name of the winning contractor; the date on which the contract was entered into and the total value of the contract in pounds sterling.</i></p> <p>Council, having declared that it fulfilled the eligibility criteria to use the general power of competence (at least two-thirds elected members and a qualified Clerk (CiLCA or higher)), resolved at the meeting of 17<sup>th</sup> May 2023, to use the power until the next relevant Annual Council Meeting (post May 2027).</p> <p>The Schedule of Grants made during the year under review was reviewed and verified. Full Council to date has approved small grants to the sum of £10,000 against its annual budget of £10,000 and a Heritage Triangle Trust grant of £475.</p> <p><i>Comment: Council has a comprehensive Grant Policy outlining grant aid that will be awarded to applicants from voluntary and not-for-profit organisations that work for</i></p>
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	<p><i>the benefit of Diss residents supporting the town’s distinction and heritage, partnership and synergy, and community and people.</i></p> <p>The council has three Public Works Board Loan (Heritage Triangle Project and Boardwalk and Gardens). The balance outstanding as at 31<sup>st</sup> March 2024 was £80,660.77. Repayments for the year 2023-2024 in the sum of £41,007.48 were made in accordance with the instalment repayment schedule as issued. Loan types are fixed, and the repayment method is via an annuity.</p>
<p><b>3. Standing Orders</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Compliance</b></li> <li>• <b>Annual Review</b></li> <li>• <b>Adherence</b></li> <li>• <b>Appointment of Responsible Financial Officer</b></li> </ul>	<p>Council’s Standing Orders, were formally adopted at the meeting of full Council of 9<sup>th</sup> November 2022 and are based on the latest model published by the National Association of Local Council (2018) with amendments relating to Procurement and Financial Thresholds. As such they are compliant with legislation and have been adapted (where they are not statutory requirements) to ensure that they are relevant to the Parish Council.</p> <p><i>Comment: whilst council is aware of the requirement to ensure that the SOs are fully tailored to the council and that in accordance with proper practices they need to be regularly reviewed, fit for purpose and adhered to, at the next annual review, council should ensure that Standing Order 18av and 18c are amended to reflect the changes to procurement thresholds as identified below.</i></p> <p>Financial Regulations (FR), were reviewed at the meeting of 20<sup>th</sup> March 2024 (following a review by the Executive Committee of 6<sup>th</sup> March 2024) and show amendments reflecting the timetable for budgeting and financial spend thresholds. Overall the Council’s Financial Regulations are based on the Model Financial Regulations produced by NALC in 2019.</p> <p><i>Comment: The new updated financial regulations 2024, which has taken into account changes in Procurement and Financial Thresholds are available for adoption by councils at the earliest opportunity.</i></p> <p>The Council, in accordance with proper practices and with reference to section 151 of the Local Government Act 1972, has employed a Responsible Financial Officer (RFO) who is responsible for the financial administration of the authority. Section 1.8 of the Council’s FR’s demonstrates that this a statutory office appointed by the Council.</p>
<p><b>4. Budgetary controls.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Verification of process of setting of budget</b></li> </ul>	<p>As previously mentioned, the minutes of 11<sup>th</sup> January 2023 show that Council agreed to formally to adopt the budget recommendations and precept request that had been proposed at the full Council meeting held on 21<sup>st</sup> December 2022 (Report</p>

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<ul style="list-style-type: none"> <li>• <b>Monitoring of budget</b></li> <li>• <b>Reporting of expenditure and variances</b></li> <li>• <b>Reserves</b></li> </ul>	<p>46/2223). This resulting in approval for a precept request of £591,978 equating to £208.59 for a Band D property which represented a nil increase over that set for the previous year. The meeting further determined that the minimum level of general reserves appropriate for the year 2023/2024 should be set at 6 months of expenditure.</p> <p>Evidence was seen of budget report to actual with committed expenditure and funds available for the period July - September 2023 (submitted 13<sup>th</sup> September 2023 Report 20/2324); October – December 2023 (submitted 6<sup>th</sup> March 2024 Report 52 / 2324). Expenditure breakdown by heading was provided with detailed income and expenditure by account for currently funded projects. The income reports show income against specific budget headings. This is then further analysed to show percentage of income against budget. The reports submitted by the Responsible Financial Officer provide clarity on the day-to-day functioning of the revenue budgets along with transactions to/from Earmarked Reserves allowing for an understanding of the use of the annual precept funds and existing funds in the context of the Council’s overall budget assessment process. The reports submitted show income and expenditure to date under each heading of the budgets, comparing actual expenditure to the appropriate date against that planned as shown in the budget and, in accordance with the Council’s FR 4.8, variations (whether overspends or underspends) of 15% are reported as “material” variances.</p> <p><i>Comment: Council shows good practice by following the recommended key stages as to the budgetary process to be followed for the year and ensures that in its monitored actual performance against its budget during the year taking corrective action where necessary.</i></p> <p>Council continues to operate within the parameters of its own FR 4.2 by ensuring that virements between budgets are considered by the Council as and when they arise, “No expenditure may be authorised that will exceed the amount provided in the revenue budget for that class of expenditure other than by resolution of the council, or duly delegated committee. During the budget year and with the approval of council having considered fully the implications for public services, unspent and available amounts may be moved to other budget headings or to an earmarked reserve as appropriate (‘virement’).” The Clerk is authorised to incur expenditure in cases of extreme risk to the delivery of Council services, whether or not there is any budgetary provision for the expenditure, in accordance with the limits imposed under Financial Regulation 4.5 (£5,000).</p>
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	<p><i>Comment: Council is mindful of the requirement for such authority to be evidenced by a minute or by an authorisation slip duly signed by the Clerk and where necessary also by the appropriate Chair.</i></p> <p>The Council on 31<sup>st</sup> March 2024 had overall reserves totalling £956,083.19 General Reserves stood at £293,058.87 with agreed Earmarked Reserves of £663,024.32</p> <p><i>Comment: Council is aware of the guidance as issued by Proper Practices which states that the generally accepted recommendation with regard to the appropriate minimum level of a Smaller Authority’s General Reserve is that this should be maintained at between three (3) and twelve (12) months Net Revenue Expenditure (NRE). NRE (subject to any planned surplus or deficit) is effectively Precept\Levy less any Loan Repayment and/or amounts included in Precept\Levy for Capital Projects and transfers to Earmarked Reserves (EMR). Council follows proper practices by annually reviewing its Reserve Policy noting that the level of general reserves is regarded as a matter of judgement and as such the policy does not attempt to prescribe a blanket level. The primary means of building general reserves will be through an allocation from the annual budget and will form part of the medium-term financial strategy of the Council. It is generally held that councils with income and expenditure in excess of £200,000 should plan towards three months equivalent general reserve.</i></p> <p>Whilst there is no upper or lower limit to EMRs save only that they must be held for genuine and identifiable purposes and projects, and their level should be subject to regular review and justification (at least annually and at budget setting) Council has ensure that they are separately identified and enumerated and that they are held for genuine and intended purposes and their level is subject to regular review and justification. Council’s Reserve Policy identified the differing reserves being held by the council with clarity given between the Current Fund Account (where the precept for the financial year is listed, along with identified expenditure in the current year as determined by the budget) and General Reserve Account (consisting of a working balance and a contingency balance to help cushion the impact of uneven cash flows and avoid unnecessary temporary borrowing). Council’s Financial Policy as adopted (20<sup>th</sup> March 2024) confirms that the Current Fund Reserve comprises the current year’s precept, the General Reserve should maintain a 3-12 month amount of precept for cash flow and contingencies whilst the Earmarked Reserves are specified for council-approved projects.</p>
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	<p><i>Comment: In accordance with the council’s adopted Reserve Policy, written in line with guidance as issued under the Practitioners Guide, council has undertaken a formal review of the level and purpose of all earmarked reserves and provided explanations as to any high level of general and earmarked reserves being held.</i></p>
<p><b>5. Risk Management.</b></p> <ul style="list-style-type: none"> <li>• <b>Annual Review and Minuted</b></li> <li>• <b>Review of risks associated with</b> <ul style="list-style-type: none"> <li>➤ <b>Financial Management</b></li> <li>➤ <b>Cemetery</b></li> <li>➤ <b>Allotments</b></li> <li>➤ <b>Building/ Assets</b></li> </ul> </li> <li>• <b>Insurance in place</b> <ul style="list-style-type: none"> <li>➤ <b>Adequate</b></li> <li>➤ <b>Reviewed</b></li> </ul> </li> <li>• <b>Fidelity Guarantee Cover Insurance</b> <ul style="list-style-type: none"> <li>➤ <b>Adequate</b></li> <li>➤ <b>Reviewed</b></li> </ul> </li> <li>• <b>Internal Controls documented and regularly reviewed</b></li> </ul>	<p>The Council’s Governance and Risk Management Policy and Register as adopted by the Council at the meeting of 20<sup>th</sup> March 2024 follows an internal review to ensure that there is protection in place for council’s assets and that the manner in which council operates is in conformity with its overall objectives. The document is regarded as a “live” register with evidence provided of reviews by both the Council and the Executive Committee. The report allows for the Town Clerk/CEO to present an annual report to the Executive Committee detailing progress on risk management over the year and providing a summary of the Risk Register as part of the review of internal controls. To ensure continuity, it is recorded that the Clerk and CEO are interchangeable titles, as are the Deputy Clerk and COO.</p> <p><i>Comment: Council continues to ensure that it acts within the sphere of the controls as set out in the Risk Register and has demonstrated that in accordance with Proper Practices and with reference to the Accounts and Audit Regulations 2015, it has in place safe and efficient arrangements to safeguard public money and that a regular review of the safety of the parish council’s assets and in particular its money, is part of the methodical manner in which Council addresses the risks associated with the activities and services it provides.</i></p> <p>A scan of the minutes did not give rise to any unusual financial activity and there were no actions of a potentially unlawful nature being considered.</p> <p>At its meeting of 20<sup>th</sup> March 2024, following a review by the Executive Committee (minutes of 6<sup>th</sup> March 2024 refer), full Council reviewed and approved the insurance schedule for 2024-2025 with minor changes agreed to reflect assets acquired and disposed of. (A similar review had been undertaken by both the Executive Committee (meeting of 1<sup>st</sup> March 2023) and Full Council (meeting of 15<sup>th</sup> March 2023) for the year 2023-2024). The review ensured cover to be continued through to the coming year in accordance with the long-term undertaking that will be in place until 1<sup>st</sup> April 2027. A review of the Council’s assets and risk required no significant amendments to the policy being proposed and the annual insurance premium offered for the year commencing 1<sup>st</sup> April 2024 has been approved.</p> <p>Core cover shows the following: Public Liability £15,000,000; Employer’s Liability</p>

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	<p>£10,000,000; Hirer’s Liability £20,000,000; Motor Insurance for five vehicles as identified within the policy &amp; Fidelity Guarantee Cover at £1,000,000.</p> <p><i>Comment: the level of Fidelity Guarantee cover meets the current recommended guidelines which provide that the cover should be at least the sum of the year-end balances plus 50% of the precept/grants.</i></p> <p>Nine premises are covered under material damage with business interruption for three premises. All Risks cover is in place for the council’s premises as noted and assets with cover non-location specific. As part of its overall area of risk management, with particular reference to play equipment and associated areas, all play area inspection reports are submitted to and considered with relevant actions being undertaken where necessary.</p> <p><i>Comment: in accordance with Proper Practices, Council has identified its key risks and taken steps to manage them in a way which it can justify to a level which is tolerable by transferring the risk and buying in services from specialist external bodies and taking out insurance. Overall Council has understood the requirement to have in place safe and efficient arrangements to safeguard public money.</i></p> <p>Council formally reviewed its Internal Controls during the year under review at its meeting of 15<sup>th</sup> March 2024 following a recommendation from the Executive Committee (6<sup>th</sup> March 2024 Report 55/2223). Such a review confirms that the specific control procedures for payments by bank transfer or other electronic means were utilised and that it had in place an adequate process to protect the Council against payment of invoices which may show fraudulent bank account details. These measures are also replicated within the Governance and Management Risk Register of 2023-2024, which was reviewed and adopted at the same meeting. Council’s internal controls incorporates the following documents into the suite of policies reviewed as part of the overall review of the effectiveness of internal control: Financial Regulations Mar 2024; External &amp; Internal Audit Policy Mar 2024; Financial Reserves Policy revised Mar 2024; Financial Statement Control Policy revised Mar 2024; Governance &amp; Risk Management Policy and Register revised Mar 24; and Investment Strategy revised Mar 24.</p> <p><i>Comment: the detailed reviews continue to demonstrate that Council has taken steps to ensure that it has processes in place to enable it to identify, assess and record the control mechanisms in place to ensure that all reasonable steps are taken to safeguard and protect public finances. Safe and efficient arrangements are also in place to cover how the council orders goods and services, incurs liabilities, manages debtors, makes payments and handles receipts.</i></p>
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	<p>As part of its review of governance and internal control measures, Council has adopted an Internal Control Statement which covers the purpose of the system of internal control; the personnel involved with the internal control regime, internal and external audit remit, review of effectiveness of internal control along with an action plan to address issues raised within the internal control process.</p> <p><i>Comment: Council has ensured conformity with the requirements of Regulation 6 of the Accounts and Audit Regulations 2015 and formally reviewed the effectiveness of its system of internal control.</i></p>
<p><b>6. Income controls.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Precept</b></li> <li>• <b>Other income:</b> <ul style="list-style-type: none"> <li>➤ <b>CIL</b></li> <li>➤ <b>Burial and associated fees</b></li> <li>➤ <b>Allotment fees</b></li> <li>➤ <b>Hall hire fees</b></li> <li>➤ <b>Market fees</b></li> <li>➤ <b>Bank Interest</b></li> </ul> </li> <li>• <b>Aged Debtor Listings</b></li> </ul>	<p>Council received precept in the sum of £591,978 from South Norfolk District Council for the period under review in April and September 2023 as reported within the Income and Expenditure Reports for the months of May (submitted to the meeting of 14<sup>th</sup> June 2023) and September (to be submitted to the meeting of 15<sup>th</sup> November 2023). Evidence was provided showing a full audit trail from Precept being discussed and approved to being served on the Charging Authority to remittance advice showing the Precept to be paid and receipt of same in the Council’s Bank Account.</p> <p>For the period under review Council received CIL Receipts in the sum of £3,462.02 (April) and £48,734.05 (October). CIL receipts are reported to full Council as part of its overall Income and Expenditure Reports.</p> <p>During the internal audit review for the year ending 31<sup>st</sup> March 2024, a copy of the annual report for the year ending 31<sup>st</sup> March 2024 was seen showing retained balance of £111,638.24. At the time of the review, the signed report (by the Responsible Financial Officer) has been uploaded onto the council’s website.  <i>Comment: in accordance with the 2019 Regulations, council has allocated retained balances of CIL funds against an Earmarked Reserve specifically allocated. It has noted the relevant timeframes for such expenditure and has complied with its reporting duties.</i></p> <p>During the year under review, council received income from a number of identified sources all of which was banked intact with the transactions identified within the accounting system operated by the Responsible Financial Officer. In accordance with Financial Regulation 9.3, Council continues to review all fees and charges annually, with increases as deemed appropriate, following a report as submitted by the Responsible Financial Officer. The meeting of the Facilities Committee of 31<sup>st</sup> May 2023 approved revised / new regulations and appropriate risk assessments.</p>



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	<p><i>Comment: in accordance with proper practices, Council has ensured that there are appropriate control procedures in place along with documentation to provide a clear audit trail through to invoicing and recovery of all such income.</i></p> <p>A sample review of the control rents for the market, allotments, hall hire and sports ground hire fees along with associated documentation was undertaken during the internal audit visit and all expected income was found to be based on the correct price, properly recorded and promptly banked with VAT (where appropriate) accounted for.</p> <p>Further spot checks during the internal audit visit on further items paid under BACS / Direct Credit into the Council's Accounts were cross checked against cashbook, bank statements and invoices raised by the Council. A review of the Omega transaction reports was undertaken to ensure income was coded to the appropriate nominal income code and all were found to be in order with appropriate control procedures and documentation to provide a clear underlying audit trail through to invoicing and recovery of all such income. Overall income is recorded in accordance with Financial Regulations and reported to Full Council within the monthly Income and Expenditure reports.</p> <p>The outstanding sales ledger invoices for the period ending 31<sup>st</sup> March 2024 was reviewed and verified. The Responsible Financial Officer has advised that there are no irrecoverable accounts for consideration as bad debts.</p> <p><i>Comment: Council is aware that Proper Guidance states that uncollectible amounts, including bad debts, should only be written off with the approval of members, or under delegated authority by the Responsible Financial Officer and that such approval should be shown in the accounting records.</i></p>
<p><b>7. Petty cash/expenses procedure.</b></p>	<p>The Council does not operate a petty cash system.</p>
<p><b>8. Payroll controls.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Management of payroll</b></li> <li>• <b>PAYE/NIC system in place</b></li> <li>• <b>Compliance with HMRC procedures</b></li> <li>• <b>Mayor's Allowance</b></li> </ul>	<p>The council's payroll service was conducted using the Sage payroll software up to the end of January 2024. Since that date, the payroll function has been outsourced to the Norfolk Associated of Local Councils and has been operated properly and overseen by the council as an employer.</p> <p><i>Comment: There are robust payroll arrangements in place which ensures the accuracy and legitimacy of payments of salaries and wages, and associated liabilities and as such the Council has complied with its duties under employment legislation and has met its pension obligations.</i></p>

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	<p>At year-end Council had 12 employees on its payroll, all which are members of the Local Government Pensions Scheme as operated by Norfolk County Council.</p> <p><i>Comment: Council should be aware that every three years an employer it must put certain staff back into a pension scheme. This is known as 're-enrolment'. This is an employer's legal duty and Council's must let the Pension Regulator know when they have completed the task by completing and submitting a re-declaration of compliance.</i></p> <p>In accordance with Proper Practices, PAYE taxes and employee and employer National Insurance contributions (NIC) are calculated and recorded for every employee. Salaries are paid in accordance with contracted hours worked, appropriate pay scales for staff and as per the relevant staff point on the national NJC scales.</p> <p><i>Comment: in accordance with Proper Practices, Council has ensured that the remuneration payable to all employees has been approved in advance by the Council.</i></p> <p>Cross-checks were therefore completed on items each of salary, PAYE and pension contributions and reviewed against the relevant pay scales, appropriate tax and NI contributions deduction tables and pension deductions for staff. The verification of net pay to employees was undertaken in relation to the monthly payroll for October and November 2023 and March 2024 and all were found to be in order. The Internal Auditor can also confirm that PAYE taxes, employee and employer National Insurance contributions (NIC) and pension contributions are calculated and recorded for every employee. Deductions are paid to HM Revenue and Customs and Norfolk Pension Fund on or before the dates prescribed. Of the samples reviewed, gross pay due is correctly calculated in accordance with the approved spinal point on the NJC scale and also with the contracted hours.</p> <p>In accordance with Council's FR 7.4 payments to employees and appropriate creditor of the statutory and discretionary deductions are recorded in a separate confidential record (cash book) which is only open to inspection or review under circumstances outlined under FR 7.4 a-d.</p> <p>Council's re-declaration of compliance with regards to re-enrolment was seen and verified as having been submitted and accepted by the Pension Regulator on 4<sup>th</sup> October 2022.</p>
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	<p><i>Comment: within five months of the third anniversary of the council’s start date (if this was the council’s first re-declaration), or the previous re-enrolment date for subsequent re-declarations, council will need to complete a further re-declaration of compliance informing the Pensions Regulator as to how it has met its legal duties.</i></p> <p>Within the annual budget set is a sum for the Mayor’s Allowance. For the year 2023-2024 this was set at £1,500. Expenditure incurred totalled £1,386 for the year under review.</p> <p><i>Comment: Council is aware that section 15(5) of the LGA 1972 provides that Parish (and Town) Councils may for its Mayor “for the purpose of enabling them to meet the expenses of their office such allowance as the council think reasonable”.</i></p>
<p><b>9. Asset control. Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Asset Register</b></li> <li>• <b>Checks on existence of assets</b></li> <li>• <b>Recording of fixed asset valuations</b></li> <li>• <b>Cross checking on insurance cover</b></li> </ul>	<p>The Asset Register is held on a computerised system and covers those items listed under insurance and within the parish council’s remit for maintenance and ownership. The Asset Register currently stands at £8,205,247.357 which shows overall movement of -£112,211.42 to that declared at the year-end of 31<sup>st</sup> March 2023 (8,317,458.77) taking into account acquisitions and disposals during the year under review. The Asset Register details assets held by the Council which have been defined as Fixed Assets broken down into Community assets (£7,307,603.86 following the sale of the Cemetery Bungalow (asset valued at £124,630.00)) and Equipment, Fixture and Fittings (£897,643.49). There are appropriate measures in place to allow for the tracking of additions and disposals from the previous year to the current year. The approved itemised list as at 31<sup>st</sup> March 2024 will form the basis of Box 9 of the Annual Governance and Accountability Guide.</p> <p><i>Comment: the council has understood the guidance issued ensuring that it maintains a formal asset register which is routinely updated to record new assets at historic cost price, net of VAT and to remove any disposed of / no longer servicable assets.</i></p> <p>The Asset Register was reviewed during the Internal Audit Visit and a spot check of assets against insurance valuations was undertaken and found to be in order. All assets were found to be appropriately insured or where appropriate, self-insured, by the Council. Where assets have been gifted or where there is no known value, assets have been given the proxy value of £1. This value has also been applied to a number of Community Assets, which, in accordance with guidance, are treated in the same manner as gifted assets.</p> <p><i>Comment: This current valuation for assets commonly known as community assets is in line with requirements for smaller authorities to record each asset at its original purchase cost or where the original purchase cost is unknown at the time of first</i></p>

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	<p><i>recording on the asset register, a current value is recorded, which acts as a proxy value to the original cost and will remain unchanged until disposal.</i></p>
<p><b>10. Bank reconciliation.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Reconciliations</b></li> <li>• <b>Cashbook</b></li> <li>• <b>Bank Statements</b></li> <li>• <b>Credit Card Transactions</b></li> <li>• <b>Monitoring of investments</b></li> </ul>	<p>Bank reconciliations are completed on a regular basis and reconcile with the cash sheets. Overall there is regular reporting of bank balances within the detailed financial reports submitted to Council. The importance of bank reconciliations is part of the mechanism by which proper management and monitoring of cash flow enables the Council to confirm the accuracy of its financial transactions at a given point in time.</p> <p>A review of sample of transactions from the cashbooks from the months of October 2023 to March 2024 across the accounts held by the Council was undertaken to verify the detail held within the cashbooks to that shown on the bank statement. There were no matters arising from the review which suggested that there were errors in the entries and there was no identification of signs of fraud or duplicate entries (for which explanations or corrections were not forthcoming).</p> <p>Bank balances as at 31<sup>st</sup> March 2024 agree with the year-end bank statements and demonstrate that Council has ensured that its accounts remain in balance. Overall Council's has a year-end balance of £963,269.71 across the accounts held in the name of Diss Town Council.</p> <p><i>Comment: Council is aware that, in accordance with Proper Practices, the bank reconciliation is a key tool for management as it assists with the regular monitoring of cash flows which aids decision-making, particularly when there are competing priorities. In accordance with Proper Practices, Council has implemented a system whereby the monthly reconciled bank accounts are presented to the Council appointed Internal Controller ensuring that there is access to not only the reconciliation of the cash book to bank statements but also the underlying background evidence upon which the reconciliation is based. The full reconciliations for the months of October 2023 through to March 2024 were made available to the Internal Auditor for full scrutiny. Approval of the bank reconciliation by the authority or an authority nominee is not only good practice but is also a safeguard for the Responsible Financial Officer and fulfils one of the authority's internal control objectives.</i></p> <p>The year-end bank reconciliation having been reviewed, were signed by the Finance Officer, the RFO and the Internal Control Councillor. The Audit Log for Bank Reconciliations was reviewed and found to be appropriately signed off ensuing that</p>

	<p>there is accurate disclosure of the combined cash and banks balances in the AGAR, section 2, line 8.</p> <p>Spot checks were carried out on the Credit Card Statements (Barclaycard) for the period under review and statements were interrogated to ensure a clear audit trail from point of purchase to allocation on the statement. The account is subject to automatic payment in full at each designated date for the month-end.  <i>Comment: with reference to council’s own FR 6.18, council has ensured that it adheres to the specific control procedure for the use of any payments by a credit card with the limits authorised by the Chairperson of the Executive Committee.</i></p> <p>In accordance with Council’s own Financial Regulation 5.5b, the Clerk and Responsible Financial Officer are given delegated authorisation for fund transfers between the Council’s savings and current accounts to cover expenditure due with a limit as to the reserve level that may be maintained. Where appropriate, Council approves the temporary suspension of financial regulations to allow transfer between the Council bank accounts of more than the current limit of the precept. The minutes of 17<sup>th</sup> May 2023 demonstrate such an occasion where agreement to temporarily suspend financial regulations amendments was given to allow a transfer between Council bank accounts of more than the current limit of the precept and for the purpose of opening a new Lloyds bank account.  <i>Comment: Officers are aware that fund transfers within the councils banking arrangements as per Financial Regulation 5.5b are acceptable, provided that a list of such payments shall be submitted to the next appropriate meeting of the council and any such payment is in accordance with the limits set.</i></p> <p>Council’s adopted investment policy, defines the authorisation, investment reports and responsibility as follows: within the provisions of the policy, (amendments to which may be made by the Executive Committee, subject to approval by full council) investments will be undertaken by the Responsible Finance Officer in consultation with the Chairperson of the Executive Committee who will ensure that deposits are placed with banks, building societies, local authorities or other public authorities or other recognised funds specifically targeted at the Public Sector. The choice of institution and length of deposit will be at the discretion of the Responsible Financial Officer, in consultation with the Chairperson of the Executive Committee.</p>
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	<p><i>Comment: Council might wish to note that proper practices defines long-term investments as being for more than 12-month terms and must be reported as Assets in the AGAR at section 2, line 9.</i></p>
<p><b>11. Internal Audit:</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Reporting of Previous Internal Audit Reports</b></li> <li>• <b>Review of internal audit</b></li> <li>• <b>Appointment of internal auditor</b></li> </ul>	<p>The narrative Interim Internal Audit Report for the period ending 30<sup>th</sup> September 2023 was considered at a meeting of full Council on 20<sup>th</sup> December 2023 (Report Reference 10/2324). following a review of the report by the executive committee. Members resolved to note the contents of the final internal audit report. Members received the internal audit report and considered proposed actions relating to the auditor’s recommendations (report 46/2324 referred). Agreement was forthcoming to note the contents of the internal interim audit report 2023/24 and approve the proposed actions as appropriate responses to the internal audit report’s recommendations.</p> <p>There were two recommendations which required the completion of an audit plan:  Recommendation 1: Review the provisions within the Transparency Code 2015 noting that certain information is to be published quarterly - details of any contract, commissioned activity, purchase order, framework agreement and any other legally enforceable agreement with a value that exceeds £5,000.  Recommendation 2: Publish in accordance with Regulation 121B of The Community Infrastructure Levy (Amendment) (England) (No 2) Regulations 2019.</p> <p>The meeting was provided with an audit plan which provided members with a proposal to address the recommendations contained within the report and as outlined above. Members approved the proposed actions as appropriate responses to the Internal Auditor’s recommendations.</p> <p><i>Comment: Council has followed guidance which confirms that, in accordance with Proper Practices, the annual review of internal audit should be received and recorded as such by the Council (or delegated committee). Any actions planned from the outcomes of the tests undertaken along with the narrative reports from the Internal Auditors should be the subject of an audit plan detailing actions to be undertaken, members or officers responsible for delivering improvement and deadlines for the completion of the actions.</i></p> <p>Following the review of the original audit plan and having regard to the statutory requirements for internal audit in terms of size, scope and current financial arrangements, Mrs Waples was reconfirmed as having been appointed to act as the Council’s independent internal auditor, for the period October 2022 until March 2025 (appointed first approved at meeting of 16<sup>th</sup> March 2022). A letter of engagement</p>

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	<p>has been provided to the Council detailing the provision of audit services for the year 2023-2024 covering the annual internal audit.</p> <p><i>Comment: Council has understood that it should have a letter of engagement detailing roles and responsibilities for internal audit, audit planning and timing of visits, reporting requirements; access to information; period of engagement and remuneration.</i></p>
<p><b>12. External Audit</b></p> <p><b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Reporting of External Audit Report</b></li> <li>• <b>Publication of final certificate</b></li> </ul>	<p>The External Audit Report and Certificate for the year ending 31<sup>st</sup> March 2023 having been received by the Council in September 2023 was submitted to and noted by Full Council with formal adoption at the meeting of 13<sup>th</sup> September 2023. There were no matters which came to the attention of the external auditor that gave cause for concern that relevant legislation and regulatory requirements that have not been met.</p> <p><i>Comment: Council has noted Regulation 20 (in part) which states that the annual audit letter received from the auditor must be considered by the authority and published (including publication on the authority’s website) and to permit copies to be purchased.</i></p> <p>The Internal Auditor is able to verify that the external auditor report and certificate along with the conclusion of the external audit have been published on the Council’s website. Details as to how copies may be purchased have also been included.</p> <p><i>Comment: in order to comply with the Regulation 16 of the Accounts and Audit Regulations 2015, Council has demonstrated that it is aware that, as soon as it is reasonably practical after the conclusion of the audit, it should publish a statement saying that the audit has been concluded, giving the details of the public’s rights of inspection under section 25 of the 2014 Act (Local Audit and Accountability Act 2014) and saying where and when those rights may be exercised.</i></p>
<p><b>13. Year-End Accounting Procedures</b></p> <p><b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Appropriate accounting procedures used</b></li> <li>• <b>Bank Statements and Cash Book agree</b></li> <li>• <b>Debtors and Creditors properly recorded</b></li> </ul>	<p>At the end of each financial year, the RFO has the responsibility for preparing the annual accounts for the Council and ensures that the overriding principle in the council’s final accounts reflecting goods and services that have been received (for payments) or provided (for income) by 31<sup>st</sup> March 2024 is accurately applied. The Council has not applied any de minimis level on year-end accruals.</p> <p>Accounts are produced on an income and expenditure basis. All were found to be in order. There is a full underlying financial trail from financial records to the accounts produced. Debtors and creditors have been properly recorded and the RFO has continued to ensure that the Council’s accounting software contains and records</p>

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	<p>details on its assets and liabilities including the asset and investment register and other debts.</p> <p>Year-end balances agree with cash book and bank reconciliations:                  Debtors: £3,871.77                  VAT Account: £10,760.21                  Prepayments: £7,316.98                  Trade Creditors: £21,857.11                  Receipts in Advance: £7,278.37                  Bank Accounts: £963,269.71                  Represented by:                  Total Reserves: £956,083.19</p> <p>The Internal Auditor confirms that having reviewed the year-end files, the financial detail to be reported at Section 2 of the AGAR accurately reflects the detail in the accounting records maintained for the financial year. As the Council’s annual turnover exceeds £200,000, appropriate records were maintained throughout the year on an income and expenditure basis and that appropriate accounting arrangements were in place to account for debtors and creditors during the year and at the financial year-end.</p>
<p><b>14.Period for the Exercise of Public Rights set in accordance with the Audit &amp; Accounts Regulations of 2015</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• Dates set</li> <li>• Minuting of dates set</li> </ul>	<p>Members approved the dates for the period of public rights and the publication of the unaudited Annual Governance and Accountability Return (AGAR) at the council meeting of 14<sup>th</sup> June 2023. The internal auditor is able to confirm that the notice of the public rights was seen on the website and can confirm that the dates set were 3<sup>rd</sup> July to 11<sup>th</sup> August 2023 with the notice being dated 15<sup>th</sup> June 2023.</p> <p><i>Comment: within the Annual Internal Audit Report, internal control objective test M requires the internal auditor to establish whether the parish council correctly provided for the exercise and published a copy of the required “Public Notice” by ensuring that it clearly identified the statutory 30 working day period when the Authority’s records are available for public inspection. This is evidenced by the notice on the website which contains the period for the exercise of public right; details of the manner in which the documents can be inspected; the name and address of the external auditor and the provisions as contained under section 25 and section 27 of the Act.</i></p>
<p><b>15.Publication requirements been met in accordance with the Audit &amp; Accounts Regulations of 2015.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• Publication requirements</li> </ul>	<p>The Internal Auditor is able to confirm that the Council has complied with the requirements of the Accounts and Audit Regulations 2015 for smaller authorities with income and expenditure exceeding £25,000 and published the following for the year 2022/23 on a public website:</p>



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	<p>Annual Internal Audit Report of the AGAR  Section 1 – Annual Governance Statement of the AGAR  Section 2 – Accounting Statements of the AGAR  Section 3 – The External Auditor Report and Certificate  Notice of the period for the exercise of public rights and other information required by Regulation 15 (2), Accounts and Audit Regulations 2015.  Notice of Conclusion of Audit  Section 3 – External Auditor Report and Certificate  Sections 1 and 2 of the AGAR as audited.  Council has also noted best practice which states that the Annual Internal Audit Report (page 3 of the AGAR) should also be published. This is to avoid any potential confusion by local electors and interested parties.</p>
<p><b>16. Transparency Code.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Transparency code requirements</b></li> </ul>	<p>The Council has worked towards ensuring compliancy with the minimum datasets that should be published as per the requirements as set out in the Local Government Transparency Code (2015), which provides that a larger parish/town council with a gross annual income and expenditure (whichever is the higher) exceeding £200,000, must publish a number of documents relating to the current year. For Diss Town Council, the transparency code requirements include the publication of quarterly reporting of spending transactions valued over £500; quarterly reporting of invitation to tender for contracts over £5,000; quarterly publication of details of every transaction on a government procurement card; the annual reporting of organisational charts; annual reporting of details of remuneration and job title of certain senior employees whose salary is at least £50,000; annual reporting of all grants made to voluntary, community and social enterprise organisations and the annual reporting of the location of public land and assets.  <i>Comment: as per the recommendation made within the interim internal audit, Council has considered the frequency of information that is to be uploaded to its website and has taken steps to publish relevant data applicable to the town council.</i></p>
<p><b>17. General Data Protection Regulations (GDPR)</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>ICO Registration</b></li> <li>• <b>Model Publication Scheme</b></li> <li>• <b>Compliancy with GDPR requirements</b></li> </ul>	<p>The Council is correctly registered with the Information Commissioner’s Office (ICO) as a Data Controller in accordance with the Data Protection Legislation.</p> <p>During the year under review, the Council’s Publication Scheme was reviewed thereby ensuring that the information held by the Council is up to date and that such a scheme has been published proactively and in accordance with the Freedom of Information Act 2000.</p>

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	<p>Council has taken active steps to ensure compliancy with the GDPR requirements and has produced a GDPR Policy that provides clear responsibilities and obligations of Diss Town Council in respect of the collecting, using and protecting of personal information in accordance with the provisions of the GDPR. Appropriate Data Protection policies and procedures are in place along with the lawful basis for the processing of data covered by the regulations.</p> <p><i>Comment: during the year under review, council adopted a Document Retention and Disposal Policy covering the manner in which all records and documentation, whether analogue or digital, would be retained and/or disposed of. The policy allows for the a review of the inventory of council documents, along with the procedures for their retention or disposal, with the provision for the list to be regularly updated to align with any modifications in legal obligations.</i></p>
<p><b>18. Responsibilities as a Trustee</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Council’s role and responsibilities under Charity’s Acts</b></li> <li>• <b>Submission of returns to Charity Commission</b></li> </ul>	<p>The Council acts as a sole trustee for the Diss Surveyor’s Allotment Charity (Charity Number 293613) with the Trust Document stating that the charitable objects are for any charitable purpose for the general benefit of the inhabitants of the parish of Diss. The Council holds separate meetings to discuss matters covering the allocation and release of funds with accounts covering the Trust’s transactions and assets being held and filed in accordance with the trust’s documents. The accounts for the year ending 31<sup>st</sup> March 2023 were approved by the Trustees of the Charity at a meeting on 14<sup>th</sup> June 2023. The Charity Commission’s Register of Charities confirms that the annual update for 31<sup>st</sup> March 2023 was received by the Commission on 10<sup>th</sup> October 2023 and that reporting requirements are currently up to date.</p> <p>At the meeting of 14<sup>th</sup> June 2023, Council approved a revised policy on the allocation of funding. A list of successful recipients for the years 2018 – 2023 can be seen on the Council’s website.</p> <p><i>Comment: Council is aware that the Charity Meetings and Accounts should be recorded separately from those of the council and that an annual review should be undertaken of the level and activity of the charity along. (Sections 1.41 and 5.105 - 5.115 of the Practitioners Guide 2023 refer).</i></p>
<p><b>19. Additional comments.</b>  <b>Examination of:</b></p> <ul style="list-style-type: none"> <li>• <b>Annual Meeting</b></li> <li>• <b>Election of Chair and Vice-Chair and signing of Declaration of Acceptance of Office</b></li> <li>• <b>Register of Interests</b></li> <li>• <b>Code of Conduct</b></li> </ul>	<p>Council held its Annual Meeting of the Council on 17<sup>th</sup> May 2023 at which the Mayor for the Municipal Year 2023-2024 was elected as the first item on the agenda, in accordance with legislation. The meeting also covered the election of the Council Leader for the term 2023-2027.</p> <p>In accordance with section 83(4) of the 1972 Act, Council has ensured that all Councillors, on being elected to office, including that of Mayor and Deputy-Mayor</p>

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<ul style="list-style-type: none"> <li>• <b>Review of Terms of Reference for Standing Committees</b></li> <li>• <b>Minutes</b></li> <li>• <b>Openness of Local Government Bodies Regulations 2014</b></li> <li>• <b>Policies</b></li> <li>• <b>Accessibility for Websites and Mobile Applications</b></li> <li>• <b>Cookie and Disclaimer Notices on Websites</b></li> <li>• <b>Use of secure email</b></li> </ul>	<p>have signed a declaration of acceptance of office in the presence of another councillor or the clerk.</p> <p>Evidence was seen on the Council’s website of a link to the Register of Interests for all serving members of the Council.</p> <p>At its meeting of 16<sup>th</sup> March 2022, Council resolved to adopt the Model Councillor Code of Conduct 2020 as produced by the Local Government Association (LGA) for the purposes of discharging its duty to promote and maintain high standards of conduct within its area. Council has also noted guidance that the Code, once adopted, should be published on the Council’s website.</p> <p>Council reviewed and approved the terms of reference for its standing committees along with membership at the Annual Council Meeting of 17<sup>th</sup> May 2023.</p> <p>In accordance with the Local Government Act 1972 Schedule 12 para 41 (1), Council is aware that the loose-leaf minutes and associated documents of the council should be initialled and signed by the person chairing the meeting at the time of signature which ensures their lawful providence. During the year under review, at each meeting the Council has approved the minutes and given further approval for the minutes to be so signed.</p> <p>The Openness of Local Government Bodies Regulations 2014 were enacted on 5th August and came into force on 6th August 2014. These regulations allow for the filming and recording of Council meetings (and other specified public bodies) and provide for access to records (e.g. of decisions made by officers). <i>Comment: Council has reviewed the provisions of the 2014 Regulations to ensure that, by publishing a range of information online, it is compliant with the provisions of the 2014 Act.</i></p> <p>Upon a review of the suite of policies as listed on the website, it is noted that Council does not appear to have adopted policies that deal with the effective management of its records thereby demonstrating that it has acted in compliance with its legal and regulatory obligations. Any such policy or policies relating to record management should also include a review of council documentation on an annual basis.</p>
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	<p>The Regulations of the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 was enacted on 23<sup>rd</sup> September 2018. The regulations aim to ensure public sector websites and mobile apps are accessible to all users, especially those with disabilities. The Accessibility Statement should detail how information will be produced on a website and how to gain access to content that is readily accessible to view. Council has a website accessibility statement on its website detailing the technical information of the website along with the methods used for testing the website; the steps being taken to improve accessibility and how the site is being improved to ensure that content meets the WCAG 2.1 Standard under Regulation 8 of the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.</p> <p>The rules on cookies are covered by the Privacy and Electronic Communications Regulations 2003 (PECR). PECR also covers the use of similar technologies for storing or accessing information, such as ‘Flash cookies’ and device fingerprinting. The ICO is responsible for enforcing these rules and recommends that organisations have clear and comprehensive information about the way they use cookies, and ensure that for any cookie not strictly necessary for their website, they give you an appropriate means of consenting to that cookie being set on your device.</p> <p><i>Comment: council has adopted and uploaded a cookie policy which can be access through a link at the bottom of the website detailing the reasoning behind the use of cookies and the types of cookies used.</i></p> <p>Council has a GOV.UK domain for its council website which also supports a secure and digitally managed email system. Council is aware of the importance of ensuring that it uses a secure e-mail system with a gov.uk address thereby identifying that it has local government status and demonstrating authenticity when building trust and credibility with the public. Council has also adhered to the guidance contain within proper practices which recommends that a GOV.UK domain name be used to support council’s official email accounts for officers and councillors.</p>
<p><b>20. Summary</b></p>	<p>The Internal Auditor offers her appreciation for the assistance given by the Chief Executive Officer and her staff in completing this audit. The year-end files were extremely well presented for review and the Finance Officer is to be commended for the manner in which the year-end has been carried out.</p> <p>It is reconfirmed that overall Council has demonstrated effective governance arrangements and can show evidence of strong governance and good financial</p>

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	<p>practice. The internal audit review, undertaken on the documentation provided during both visits to the Council's Offices, has provided evidence of the overall adequacy of the financial arrangements in place within the council.</p> <p>The examination of the period-end accounts and supporting documentation has further confirmed that the Responsible Financial Officer has satisfactory undertaken the administration of the Council's financial affairs and produced satisfactory financial management information to enable the Council to make well-informed decisions.</p> <p>Recommendations made are to enhance the systems in place as opposed to detract from the positive assurance that can be given as to the manner in which the Council's finances are managed.</p> <p><i>For further information and for the year effective 1<sup>st</sup> April 2024 please refer to Governance and Accountability for Smaller Authorities in England - A Practitioners' Guide to Proper Practices to be applied in the preparation of statutory annual accounts and governance statements - March 2024.</i></p>
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**Date of Internal Audit Visit: 23.05.2024**

**Date of Year-end Internal Audit Report: 23.05.2024**

Victoria S Waples BA(Hons), CiLCA, PSLCC  
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## DISS TOWN COUNCIL

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Report Number:  
**07 / 2425**

Report to:	Executive Committee
Date of Meeting:	26 <sup>th</sup> June 2024
Authorship:	Town Clerk
Subject:	New staff contracts & staff employment policy handbook

1. Diss Town Council employed the services of Worknest to provide an employment law and HR support service for three years from December 2023.
2. Worknest has reviewed the Council staff contracts and staff employee handbook which have been updated to reflect the current Good Work Plan legislation.
3. There are three contract templates attached – one standard contract for most staff (Appendix A), one to cover staff who work from home / hybrid working (Appendix B) and one for those staff who work annualised hours (Appendix C).
4. The new staff handbook (Appendix D) has been drafted based on the information provided by the employer and contains all relevant Green Book terms, as well as the April legislative changes to Flexible Working, Paternity and the new Carer's leave policy.
5. This is a standardised handbook used by Worknest's Council clients so has all the relevant policies a Council will need. It's also drafted to be very employee-friendly and easy to understand.
6. It is proposed that the new mileage rates set out below included in the NALC model contract of employment are also referenced in the staff handbook under 'Expenses', These were previously included in the Council's Expenses policy.

<b>Essential Users</b>	451-999cc	1000-1199cc	1200-1450cc
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p

<b>Casual Users</b>	451-999cc	1000-1199cc	1200-1450cc
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p

7. NALC's model contract of employment was drafted by WorkNest HR and endorsed by SLCC.

### Recommendation

To approve the three new staff contracts of employment and staff employment handbook with the mileage rates added as an Appendix (Appendices A – D).



## CONTRACT OF EMPLOYMENT

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### 1. Parties to Contract

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This contract of employment is made between:

Diss Town Council of 11-12 Market Hill, Diss, Norfolk, IP22 4JZ (referred to in this contract as “we”, “us” or “the Council”)

and

\_\_\_\_\_ of \_\_\_\_\_ (referred to in this contract as “you” or “your”).

### 2. Employment Dates

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**[FOR PERMANENT EMPLOYEES** - Your employment under this contract begins on [INSERT]. Your period of continuous employment for statutory purposes [began/begins] on [INSERT].]

**OR**

**[FOR FIXED TERM CONTRACT** - Your employment under this contract begins on [INSERT] and is for a fixed term of, [INSERT] and therefore will automatically terminate on [INSERT] without the need for further notice. We reserve the right to terminate this employment during the fixed term period, by providing you with the required notice, or otherwise in accordance with the terms of this contract of employment.]

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

### 3. Probationary Period

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

If you are absent from work due to incapacity during your probationary period for a period which exceeds **[one week]** your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

#### 4. Job Title

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You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

#### 5. Remuneration

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We will pay you £[INSERT] per year which corresponds with Local Council Pay Spinal Column Point [NUMBER]. We will pay you at monthly intervals on or about the 25th of each month directly into your bank account.

Subject to satisfactory performance, you will progress automatically through the range ..... by annually increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April ..... (year) and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, or award an additional increment for exemplary performance if it chooses to do so.

One salary point will be added to your salary, up to the maximum of four points, for success in obtaining or already holding any of the following relevant qualifications.

- The Certificate in Local Council Administration
- Certificate of Higher Education in Community Engagement and Governance – Level 1 or equivalent qualification previously awarded by the University of Gloucestershire.
- The Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.
- BA Hons Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.

#### 6. Normal Place of Work

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Your normal place of work is [Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ/Diss Youth & Community Centre, 30 Shelfanger Road, Diss, Norfolk, IP22 4EH], but we reserve the right to change this on a permanent basis upon reasonable notice to you.

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



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

We will not require you to work outside the United Kingdom.

## **7. Normal Hours of Work**

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[Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]. The Council core office hours are 9.30am – 1.00pm.

### **OR**

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

You are entitled to an unpaid break of 20 minutes if you work in excess of 6 consecutive hours, to be taken at a time agreed with your manager.

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

## **8. Overtime**

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

If you are required to work additional hours you may take time off in lieu at a time agreed between you and the Council or you will be paid at your normal basic rate for those hours. Additional hours worked over and above the normal full-time working week of 37 hours will be reimbursed at current NJC rates. Exceptional additional hours required to be worked must be approved by the Council.

All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid for any work that you do in addition to your normal hours of work.

## **9. Holiday**

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Your holiday entitlement is 31 days inclusive the 8 normal bank holidays. However, because of the nature of our business you may be required to work on any of the public/bank holidays, and it is a condition of employment that you work on these days when required to do so. Holiday entitlement is pro-rata for part-time employees.

Your annual leave entitlement increases, in recognition of length of service to 26 days after five years continuous service. In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council.

Our holiday year runs from 01 April to 31 March.

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

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

You cannot carry forward more than 5 days of untaken holiday from one holiday year to the following holiday year, unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave.

In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

When on holiday, we will pay you your normal salary.

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

## 10. Sick Pay

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If you are absent from work due to incapacity you must notify your manager, by telephone, of the reason for your absence as soon as possible but within the first hour of the working day and on each subsequent day after that unless otherwise agreed.

If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay ~~and will pay you:~~ as set out in Appendix 1.

~~Your entitlement to sickness allowance is:~~

<del>Length of Service</del>	<del>Full Pay</del>	<del>Half Pay</del>
<del>1<sup>st</sup> year of service (After successful completion of probationary period)</del>	<del>1 month</del>	<del>1 month</del>
<del>2<sup>nd</sup> year of service</del>	<del>2 months'</del>	<del>2 months'</del>
<del>3<sup>rd</sup> year of service</del>	<del>4 months'</del>	<del>4 months'</del>

<del>4<sup>th</sup> and 5<sup>th</sup> year of service</del>	<del>5 months'</del>	<del>5 months'</del>
<del>After 5 years service</del>	<del>6 months'</del>	<del>6 months'</del>

~~For these purposes, we will add up all absences due to sickness or injury in the 12 months before your current absence.~~

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

~~Any Contractual Sick Pay you receive is deemed inclusive of any Statutory Sick Pay entitlement.~~

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Council of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Council may reasonably require. You shall, if required by the Council, co-operate in any related legal proceedings and refund to the Council that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Council may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Council in respect of the period of absence.

## **11. Pension**

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If you are eligible, we will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

## **12. Other Paid Leave**

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

You may be eligible to take paid Maternity Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

### **13. Other Benefits**

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You are not entitled to any benefits during your employment.

### **14. Death or Permanent Disablement arising from Assault**

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In the event of your death or permanent disability arising from a violent or criminal assault suffered by you in the course of or as a consequence of your employment by the Council you will be paid in accordance with section 7 of the Green Book.

### **15. Training**

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It is a specific contractual requirement that you attend any training considered necessary which the Council will pay for. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council expenses policy. Where the Council considers it appropriate, it shall give you reasonable paid time off for study.

Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

### **16. Training Recoupment**

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The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- While the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

### **16-17. Termination of Employment/ Contractual Notice**

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**[FOR FIXED TERM CONTRACT ONLY - Your employment will automatically end on the expiry of the fixed term specified in the 'Employment Dates' clause unless your employment is terminated earlier.]**

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Up to successful completion of probation period	1 week
From completion of probationary period but less than 5 years service	4 weeks
5 years but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end during your probationary period by giving one weeks written notice by giving us **[one month's]** notice in writing.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within **[28]** days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made.

We may pay any Payment in Lieu in equal monthly instalments until the date on which the notice period referred to above would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify us of any income you receive. The instalment payments shall then be reduced by the amount of such income.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

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

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

### **17-18. Garden Leave**

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We reserve the right to require you to remain away from work during the notice period. Where we require you to remain away from work during the notice period (whether you or the Council gave notice) you are required to comply with all other terms of this contract and any other conditions laid down by the Council. Whilst on full pay, you will not be permitted

to work for any other person, Company, corporate body or on his/her own behalf, without the Council's prior written permission.

### **18-19. Disciplinary and Grievances**

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Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the person named in the outcome letter in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to Council Leader and the Chair of the Executive Committee in accordance with our grievance procedure.

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

### **19-20. Outside Interests**

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

### **20-21. Deductions from Remuneration**

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We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;

- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

## **21.22. Collective Agreement**

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The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract.

## **22.23. Lay Off**

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

## **~~23.1. Training Recoupment~~**

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~~The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:~~

- ~~• While the course is on-going or up to 6 months after completion of the course — 100%~~
- ~~• Between 6 months and 9 months after completion of the course — 75%~~
- ~~• Between 9 months and 12 months after completion of the course — 50%.~~

~~You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.~~

## **24. Confidentiality**

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

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

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

Nothing in this clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- b. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- c. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- d. complying with an order from a court or tribunal to disclose or give evidence;
- e. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- f. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- g. making any other disclosure as required by law.

## **25. Copyright & Intellectual Property**

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All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to us. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Company. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by us.

## **26. Council Property**

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All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

Any Council property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your Line Manager at any time on request and in any event prior to the termination of your employment with the Council.



**27. Monitoring**

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Our systems enable us to monitor email, internet and other online communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council’s IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

**28. Variation of Terms**

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

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

**AGREEMENT**

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

Signed \_\_\_\_\_ (You)

Dated \_\_\_\_\_

Signed on behalf of Diss Town Council  
\_\_\_\_\_

Dated \_\_\_\_\_

### Appendix 1: Sick Pay

Your entitlement to sick pay will be subject to your compliance with our Sickness Absence Policy and is based on the entitlements in the Green Book as set out below:

1. This sick pay scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
2. Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under this sick pay scheme.
3. Subject to your compliance with our rules as specified above you are entitled to receive sick pay for the following periods:
  - a. During the first year of service: 1 month's full pay and after completing four months' service, 2 months half pay;
  - b. During the 2nd year of service: 2 months' full pay and 2 months' half pay;
  - c. During 3rd year of service: 4 months' full pay and 4 months' half pay;
  - d. During 4th and 5th years of service: 5 months' full pay and 5 months' half pay;
  - e. After 5 years' service: 6 months' full pay and 6 months' half pay.
4. The Governing Body shall have discretion to extend the period of sick pay in exceptional cases.
5. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from your entitlement on the first day, the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
6. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
7. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
8. For the purpose of calculating sick pay, normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
9. The social security benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
  - a. the conditions for the reporting of sickness as required;
  - b. the claiming of benefits;
  - c. the obligation to declare any entitlement to benefits; and
  - d. any subsequent changes in circumstances affecting such entitlement.

10. If you are prevented from attending work because of contact with infectious disease, you shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against your entitlements under this scheme.

11. If you abuse the sickness scheme or are absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or your own misconduct or neglect or active participation in professional sport or injury while working in your own time on your own account for private gain or for another employer, sick pay may be suspended. The Council shall advise you of the grounds for suspension and you shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified, then you shall forfeit the right to any further payment in respect of that period of absence. Abuse of the sickness scheme will be dealt with under the disciplinary procedure as appropriate.



### **Working Time Opt-Out Agreement**

I agree with my employer, Diss Town Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:



## CONTRACT OF EMPLOYMENT

### 1. Parties to Contract

This contract of employment is made between:

Diss Town Council of 11-12 Market Hill, Diss, Norfolk, IP22 4JZ (referred to in this contract as “we”, “us” or “the Council”)

and

\_\_\_\_\_ of \_\_\_\_\_ (referred to in this contract as “you” or “your”).

### 2. Employment Dates

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

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

### 3. Probationary Period

The first six months of your employment will be a probationary period. We may bring your employment to an end during your probationary period at any time by giving one week's written notice, which we can at our discretion pay in lieu. We may, at our discretion, extend the probationary period. During this probationary period we will carefully monitor your performance and suitability for your role as well as the [homeworking/hybrid working] arrangements described in this agreement.

If you are absent from work due to incapacity during your probationary period for a period which exceeds [one week] your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period and if the [homeworking / hybrid working arrangements] are considered appropriate for your continued employment. If you do not receive any written confirmation, you should assume that your probationary period continues.

If, at any time during or at the end of the probationary period, we consider the [homeworking / hybrid working] arrangements to be unsatisfactory or the requirements of our business or

your work change such that [home-based work / hybrid working] is no longer appropriate, we may give you [NUMBER] [weeks' OR months'] notice to change to a workplace-based arrangement from our premises at Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ.

#### 4. Termination of [homeworking / hybrid working] arrangement

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If, at any time after the end of the probationary period, we consider the [homeworking / hybrid working] arrangements to be unsatisfactory or the requirements of our business or your work change such that [home-based work / hybrid working] is no longer appropriate, we may give you [NUMBER] [weeks' OR months'] notice to change to a workplace-based arrangement from our premises at Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ.

#### 5. Job Title

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You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

#### 6. Remuneration

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We will pay you £[INSERT] per year which corresponds with Local Council Pay Spinal Column Point [NUMBER]. We will pay you at monthly intervals on or about the 25th of each month directly into your bank account.

Subject to satisfactory performance, you will progress automatically through the range ..... by annually increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April ..... (year) and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, or award an additional increment for exemplary performance if it chooses to do so.

One salary point will be added to your salary, up to the maximum of four points, for success in obtaining or already holding any of the following relevant qualifications.

- The Certificate in Local Council Administration
- Certificate of Higher Education in Community Engagement and Governance – Level 1 or equivalent qualification previously awarded by the University of Gloucestershire.
- The Diploma in Higher Education in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.
- BA Hons Degree in Community Engagement and Governance or equivalent qualification previously awarded by the University of Gloucestershire.

## 7. Normal Place of Work

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### For employees based solely at home

Your normal place of work is your home address from time to time, which is currently [EMPLOYEE'S HOME ADDRESS].

[You shall be required to work in our workplace at Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ for the first [NUMBER] [weeks OR months] of your employment.]

You may be required from time to time to visit and work at such other locations and for such times as we consider necessary for the proper performance of your duties.

### For employees working partly from home and partly from the employer's premises

Your normal place of work is our workplace at Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ and your home address from time to time, which is currently [EMPLOYEE'S HOME ADDRESS]. Your working pattern at these locations is subject to agreement with your line manager and may vary to accommodate the needs of our business.

[You shall be required to work solely in our workplace for the first [NUMBER] [weeks OR months] of your employment.]

You may be required from time to time to visit and work at such other locations and for such times as we consider necessary for the proper performance of your duties.

You are required to inform us as soon as possible if you plan to change your home address.

You confirm that you are not in breach of any covenant or agreement in doing work at your home.

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

## 8. Normal Hours of Work

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Your normal contractual hours of work are [NUMBER] hours a week to be worked [e.g. Monday to Friday 9.00am – 5.30pm]. The Council core office hours are 9.30am – 1.00pm.

You are entitled to an unpaid break of 20 minutes if you work in excess of 6 consecutive hours, to be taken at a time agreed with your manager.

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

It is recognised that due to the nature of the Council's business, your working hours will not necessarily coincide with those normal hours. We reserve the right to vary your hours of work (and to vary your pay accordingly), on a temporary or permanent basis, as necessary to meet its business requirements which may include amending shift patterns and/ or introducing new shift patterns, which could include weekend or night working and/or reducing hours of work.

You may also be required to work such additional hours (including weekends and bank/public holidays) as may be necessary for the proper performance of your duties.

## 9. Overtime

---

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

If you are required to work additional hours you may take time off in lieu at a time agreed between you and the Council or you will be paid at your normal basic rate for those hours. Additional hours worked over and above the normal full-time working week of 37 hours will be reimbursed at current NJC rates. Exceptional additional hours required to be worked must be approved by the Council.

All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid for any work that you do in addition to your normal hours of work.

## 10. Holiday

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Your holiday entitlement is ~~312~~ days ~~inclusive~~ plus the 8 normal bank holidays. Holiday entitlement is pro-rata for part-time employees.

Your annual leave entitlement increases, in recognition of length of service to 34 days after five years continuous service. In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council.

Our holiday year runs from 01 April to 31 March.

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

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

You cannot carry forward more than 5 days of untaken holiday from one holiday year to the following holiday year, unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave.

In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

When on holiday, we will pay you your normal salary.

If your employment ends during the holiday year, we will calculate your holiday entitlement up to that date on the basis of 1/12<sup>th</sup> of your annual entitlement for each complete month worked. Upon termination of your employment you will be entitled to pay in lieu of any



holiday accrued in your last holiday year but not taken. If you have taken holidays in excess of entitlement we shall be entitled to deduct the excess pay from your final salary payment.

## 11. Sick Pay

If you are absent from work due to incapacity you must notify your manager, by telephone, of the reason for your absence as soon as possible but within the first hour of the working day and on each subsequent day after that unless otherwise agreed.

If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay ~~and will pay you: as set out in Appendix 1.~~

~~Your entitlement to sickness allowance is:~~

<del>Length of Service</del>	<del>Full Pay</del>	<del>Half Pay</del>
<del>1<sup>st</sup> year of service (After successful completion of probationary period)</del>	<del>1 month</del>	<del>1 month</del>
<del>2<sup>nd</sup> year of service</del>	<del>2 months'</del>	<del>2 months'</del>
<del>3<sup>rd</sup> year of service</del>	<del>4 months'</del>	<del>4 months'</del>
<del>4<sup>th</sup> and 5<sup>th</sup> year of service</del>	<del>5 months'</del>	<del>5 months'</del>
<del>After 5 years service</del>	<del>6 months'</del>	<del>6 months'</del>

~~For these purposes, we will add up all absences due to sickness or injury in the 12 months before your current absence.~~

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

~~Any Contractual Sick Pay you receive is deemed inclusive of any Statutory Sick Pay entitlement.~~

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Council of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Council may reasonably require. You shall, if required by the Council, co-operate in any related legal proceedings and refund to the Council that part of any damages or compensation recovered by you relating to the loss of earnings for the period of

absence as the Council may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Council in respect of the period of absence.

## **12. Pension**

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If you are eligible, we will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

## **13. Other Paid Leave**

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

You may be eligible to take paid Maternity Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

## **14. Other Benefits**

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You are not entitled to any benefits during your employment.

## **15. Death or Permanent Disablement arising from Assault**

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In the event of your death or permanent disability arising from a violent or criminal assault suffered by you in the course of or as a consequence of your employment by the Council you will be paid in accordance with section 7 of the Green Book.

## **16. Training**

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It is a specific contractual requirement that you attend any training considered necessary which the Council will pay for. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council expenses policy. Where the Council considers it appropriate, it shall give you reasonable paid time off for study.

Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

## **17. Training Recoupment**

The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- While the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

## **17-18. Health and Safety**

You agree to comply with all health and safety guidelines and instructions which we may give to you from time to time and to complete without delay all health and safety questionnaires that we may send to you from time to time.

## **18-19. Policies and Procedures**

You confirm that you have read, understood and agree to comply with our [privacy standard OR data protection policy] [data retention guidelines] [data security policy] [OTHER POLICIES] from time to time in force, which are available [from [POSITION] OR on our intranet site].

You confirm that you have read, understood and agree to comply with our Homeworking/ Hybrid Working policy from time to time in force, which is available in our Staff Handbook.

## **19-20. Expenses**

We are not responsible for the associated costs of you working from home, including utility costs, mobile and landline telephone line rental and call charges and broadband internet access charges. For the avoidance of doubt, we shall not reimburse travel expenses from your home to our workplace in Council Offices, 11-12 Market Hill, Diss, Norfolk, IP22 4JZ.

## **20-21. Equipment and Insurance**

We shall provide to you for your sole [business] use the following property and equipment (Council Property) for the purpose of carrying out your duties under this agreement:

- a) [PROPERTY AND EQUIPMENT].

For the avoidance of doubt, the Council Property along with all documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones) shall remain our property and you shall not permit use of it by any person other than yourself and our authorised representatives.

We shall install, service and maintain the Council Property, as necessary, at our own expense. You shall be responsible for any damage to the Council Property which goes beyond ordinary wear and tear. You are required to report to us any such damage or malfunction of the Council Property as soon as you become aware of it.

We shall be responsible for taking out and maintaining a valid policy of insurance covering the Council Property against fire, theft, loss and damage throughout your employment. You shall not do, cause or permit any act or omission which will invalidate the insurance policy covering the Council Property.

Any Council Property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to the Council at any time on request, on termination of your [homeworking arrangement / hybrid working arrangement] or in any event on termination of your employment.

We are not liable for any loss, injury or damage that may be caused from any equipment that is not provided by us but required by you to work from home.

You shall report any accidents immediately to your line manager in accordance with our Health and Safety Policy from time to time in force.

#### **21-22. Right to Enter**

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You consent to our representatives, at reasonable times and on reasonable notice, entering your home address to:

- a. install, inspect, replace, repair, maintain or service the Council Property during your employment;
- b. carry out health and safety risk assessments of the Council Property and your workstation during your employment; and
- c. recover the Council Property on or after termination of your employment.

#### **22-23. Termination of Employment/ Contractual Notice**

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Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

<b>Length of Continuous Service</b>	<b>Notice Requirement</b>
Up to successful completion of probation period	1 week
From completion of probationary period but less than 5 years service	4 weeks
5 years but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end during your probationary period by giving one weeks written notice by giving us **[two month's]** notice in writing.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within **[28]** days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made.

We may pay any Payment in Lieu in equal monthly instalments until the date on which the notice period referred to above would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify us of any income you receive. The instalment payments shall then be reduced by the amount of such income.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

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

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

#### **23-24. Garden Leave**

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

#### **24-25. Disciplinary and Grievances**

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Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the person named in the outcome letter in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to Council Leader and the Chair of the Executive Committee in accordance with our grievance procedure.

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

### **25-26. Outside Interests**

---

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

### **26-27. Deductions from Remuneration**

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We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

### **27-28. Collective Agreement**

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The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract.

### **28-29. Lay Off**

---

In the event of a situation which prevents us from providing you with work in or throughout any day, for example a short term downturn in work (as an alternative to declaring

redundancies) or in the event of an occurrence outside of our control (including, without limitation, fire, Act of God, industrial action affecting a third party), we are entitled not to provide you with work and not to pay you any salary or wages under your contract of employment (except a Statutory Guarantee Payment insofar as required). We are also entitled in such circumstances to place you on short time working.

### ~~29.1 Training Recoupment~~

~~The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:~~

- ~~• While the course is on going or up to 6 months after completion of the course — 100%~~
- ~~• Between 6 months and 9 months after completion of the course — 75%~~
- ~~• Between 9 months and 12 months after completion of the course — 50%~~

~~You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.~~

### 30. Confidentiality and Data Protection

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

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

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

Nothing in this clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- b. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- c. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct,

- wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- d. complying with an order from a court or tribunal to disclose or give evidence;
- e. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- f. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- g. making any other disclosure as required by law.

You are responsible for ensuring the security of confidential information in your home. In particular, you undertake to:

**Commented [AW1]:** If any of the below aren't applicable, they can be removed.

- a. comply with our instructions relating to password security;
- b. comply with our instructions relating to software security and keep security software up to date on all devices used for work purposes;
- c. [encrypt and/or protect by password any confidential information held on any personal device or computer;]
- d. [keep work data and personal data separate on any personal devices used for work purposes;]
- e. comply with our instructions relating to security of communications;
- f. comply with our instructions relating to the sharing of data;
- g. comply with our instructions relating to maintaining confidentiality when working from home;
- h. lock your computer terminal whenever it is left unattended;
- i. ensure no one else in your home has access to confidential information stored on your [personal] computer or other devices;
- j. ensure any wireless network is secure and comply with our instructions relating to wireless network security;
- k. keep all papers [containing confidential information] in filing cabinets that are locked when not in use and ensure that no one else in your home has access to such papers;
- l. shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention;
- m. only store or process Council data or personal data on equipment which has been provided by or authorised by us; and
- n. report immediately to your line manager any data breach or incident involving the security of information relating to us, our clients, customers or anyone working for us that you discover or suspect.

### 31. Copyright & Intellectual Property

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to us. You shall sign all documents and do all things



as shall be necessary to vest Intellectual Property in the Council. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by us.

### **32. Council Property**

---

All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

Any Council property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your Line Manager at any time on request and in any event prior to the termination of your employment with the Council.

### **33. Monitoring**

---

Our systems enable us to monitor email, internet and other online communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

### **34. Variation of Terms**

---

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

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

#### **AGREEMENT**

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

Signed \_\_\_\_\_ (You)

Dated \_\_\_\_\_

Signed on behalf of Diss Town Council

Dated

\_\_\_\_\_

\_\_\_\_\_

### Appendix 1: Sick Pay

Your entitlement to sick pay will be subject to your compliance with our Sickness Absence Policy and is based on the entitlements in the Green Book as set out below:

1. This sick pay scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
2. Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under this sick pay scheme.
3. Subject to your compliance with our rules as specified above you are entitled to receive sick pay for the following periods:
  - a. During the first year of service: 1 month's full pay and after completing four months' service, 2 months half pay;
  - b. During the 2nd year of service: 2 months' full pay and 2 months' half pay;
  - c. During 3rd year of service: 4 months' full pay and 4 months' half pay;
  - d. During 4th and 5th years of service: 5 months' full pay and 5 months' half pay;
  - e. After 5 years' service: 6 months' full pay and 6 months' half pay.
4. The Governing Body shall have discretion to extend the period of sick pay in exceptional cases.
5. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from your entitlement on the first day, the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
6. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
7. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
8. For the purpose of calculating sick pay, normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
9. The social security benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
  - a. the conditions for the reporting of sickness as required;
  - b. the claiming of benefits;
  - c. the obligation to declare any entitlement to benefits; and
  - d. any subsequent changes in circumstances affecting such entitlement.

10. If you are prevented from attending work because of contact with infectious disease, you shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against your entitlements under this scheme.

11. If you abuse the sickness scheme or are absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or your own misconduct or neglect or active participation in professional sport or injury while working in your own time on your own account for private gain or for another employer, sick pay may be suspended. The Council shall advise you of the grounds for suspension and you shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified, then you shall forfeit the right to any further payment in respect of that period of absence. Abuse of the sickness scheme will be dealt with under the disciplinary procedure as appropriate.



**Working Time Opt-Out Agreement**

I agree with my employer, Diss Town Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:



## CONTRACT OF EMPLOYMENT

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### 1. Parties to Contract

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This contract of employment is made between:

Diss Town Council of 11-12 Market Hill, Diss, Norfolk, IP22 4JZ (referred to in this contract as “we”, “us” or “the Council”)

and

\_\_\_\_\_ of \_\_\_\_\_ (referred to in this contract as “you” or “your”).

### 2. Employment Dates

---

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

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

### 3. Probationary Period

---

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

If you are absent from work due to incapacity during your probationary period for a period which exceeds [one week] your probationary period will be extended by the period of your absence to allow adequate monitoring of performance.

At the end of the probationary period you will be informed in writing if you have successfully completed your probationary period. If you do not receive any written confirmation, you should assume that your probationary period continues.

### 4. Job Title

---

You are employed as [INSERT]. We reserve the right to reasonably amend your duties in line with business needs.

You warrant that you are entitled to work in the UK without any additional approvals. You must notify your manager immediately if you cease to be so entitled at any time during your employment.

## 5. Remuneration

---

We will pay you £[INSERT] per year which corresponds with Local Council Pay Spinal Column Point [NUMBER]. We will pay you at monthly intervals on or about the 25th of each month directly into your bank account.

Your salary shall accrue from day to day at a rate of [1/365] of your annual salary. This daily rate shall be used if we have to calculate a day's pay, for example, if you take any unpaid leave, which is not subject to any specific method of calculation set out elsewhere in this contract. You will be paid in 12 equal monthly instalments.

Subject to satisfactory performance, you will progress automatically through the range ..... by annually increments until you reach the maximum salary in the range. Your first increment will be payable on the 1st April ..... (year) and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, or award an additional increment for exemplary performance if it chooses to do so.

## 6. Normal Place of Work

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Your normal place of work is Diss Youth & Community Centre, 30 Shelfanger Road, Diss, Norfolk, IP22 4EH, but we reserve the right to change this on a permanent basis upon reasonable notice to you.

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

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

We will not require you to work outside the United Kingdom.

## 7. Normal Hours of Work

---

You are required to work [NUMBER] hours a [YEAR], which does not include paid holidays or public holidays. This is an average of [NUMBER] hours a [week OR month].

These hours will be worked on such days and at such times [as we may require OR as are agreed between us and you at least [one week/month] in advance] and are variable. However, you may be required to work additional hours[, without extra remuneration,] as may be necessary for to meet the needs of the Council and these hours are variable.

Commented [AW1]: Annualised hours contract required

Commented [AW2R1]: Core hours for office staff are 9.30 – 1pm.

Your hours will be reviewed after [NUMBER] [weeks OR months] to ensure that they correspond with the needs of the business. We reserve the right to make changes to your hours, by giving you not less than [NUMBER] weeks' notice.

You are entitled to an unpaid break of 20 minutes if you work in excess of 6 consecutive hours, to be taken at a time agreed with your manager.

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

## 8. Overtime

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You will be entitled to payment for overtime or paid time off in lieu if you have worked more than the annualised working hours in clause 7. [Overtime payments will be paid [at the end of the calendar year.]

All overtime that you carry out must be expressly approved in advance by the Clerk failing which you will not be paid for any work that you do in addition to your normal hours of work.

## 9. Holiday

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Your holiday entitlement is ~~31~~ days inclusive of ~~plus~~ the 8 normal bank holidays. However, because of the nature of our business you may be required to work on any of the public/bank holidays, and it is a condition of employment that you work on these days when required to do so. Holiday entitlement is pro-rata for part-time employees.

Your annual leave entitlement increases, in recognition of length of service to 34 days after five years continuous service. In addition to the above you are entitled to 2 statutory leave days to be taken as determined by the Council.

Our holiday year runs from 01 April to 31 March.

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

We may require you to take holiday on specific days which we shall notify to you in advance. In such circumstances, we will give notice to you at least twice as many days in advance of the start of the holiday as the number of days or part-days holiday that you are required to take.

You cannot carry forward more than 5 days of untaken holiday from one holiday year to the following holiday year, unless you have been prevented from taking it in the relevant holiday year by one of the following: a period of sickness absence or statutory maternity, paternity, adoption, shared parental, parental or parental bereavement leave.



In cases of sickness absence, carry-over is limited to four weeks' holiday per year less any leave taken during the holiday year that has just ended. Any such carried over holiday which is not taken within eighteen months of the end of the relevant holiday year will be lost.

When on holiday, we will pay you your normal salary.

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

## 10. Sick Pay

If you are absent from work due to incapacity you must notify your manager, by telephone, of the reason for your absence as soon as possible but within the first hour of the working day and on each subsequent day after that unless otherwise agreed.

If you are unable to attend work because of sickness or injury, we offer Contractual Council Sick Pay ~~and will pay you as set out in Appendix 1.~~

~~Your entitlement to sickness allowance is:~~

<del>Length of Service</del>	<del>Full Pay</del>	<del>Half Pay</del>
<del>1<sup>st</sup> year of service (After successful completion of probationary period)</del>	<del>1 month</del>	<del>1 month</del>
<del>2<sup>nd</sup> year of service</del>	<del>2 months'</del>	<del>2 months'</del>
<del>3<sup>rd</sup> year of service</del>	<del>4 months'</del>	<del>4 months'</del>
<del>4<sup>th</sup> and 5<sup>th</sup> year of service</del>	<del>5 months'</del>	<del>5 months'</del>
<del>After 5 years service</del>	<del>6 months'</del>	<del>6 months'</del>

~~For these purposes, we will add up all absences due to sickness or injury in the 12 months before your current absence.~~

In order to be eligible to receive Contractual Sick Pay you must fully comply with our rules and procedures in relation to notifying us that you will be absent because of sickness or injury. These rules and the full procedure to follow are detailed in the Employee Handbook. If you fail to comply with these rules, we reserve the right to pay you only Statutory Sick Pay for your period of absence.

~~Any Contractual Sick Pay you receive is deemed inclusive of any Statutory Sick Pay entitlement.~~

You agree to consent to a medical examination (at our expense) by a doctor we nominate should we require.

If a period of absence due to incapacity is or appears to be occasioned by actionable negligence, nuisance or breach of any statutory duty on the part of a third party in respect of which damages are or may be recoverable, you shall immediately notify the Council of that fact and of any claim, settlement or judgment made or awarded in connection with it and all relevant particulars that the Council may reasonably require. You shall, if required by the Council, co-operate in any related legal proceedings and refund to the Council that part of any damages or compensation recovered by you relating to the loss of earnings for the period of absence as the Council may reasonably determine less any costs borne by you in connection with the recovery of such damages or compensation, provided that the amount to be refunded shall not exceed the total amount paid to you by the Council in respect of the period of absence.

#### **11. Pension**

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If you are eligible, we will automatically enrol you into the Local Government Pension Scheme after you have been employed by us for three months. Within a month of being enrolled in the Scheme, you can send an opt-out form if you do not wish to be in the Scheme. If you do not opt out, we will deduct your contributions to the pension scheme from what we pay you. Current details of the Scheme and your rights relating to it, and of your and our contributions, will be provided to you separately.

#### **12. Other Paid Leave**

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

You may be eligible to take paid Maternity Support Leave subject to the rules set out in the Council's policy from time to time which is set out in the Employee Handbook and is in accordance with the current Green Book provisions.

We may replace, amend or withdraw the Council's policy on any of the above types of leave at any time.

#### **13. Other Benefits**

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You are not entitled to any benefits during your employment.

#### **14. Death or Permanent Disablement arising from Assault**

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In the event of your death or permanent disability arising from a violent or criminal assault suffered by you in the course of or as a consequence of your employment by the Council you will be paid in accordance with section 7 of the Green Book.

## 15. Training

It is a specific contractual requirement that you attend any training considers necessary which the Council will pay for. This may include the cost of training and development courses or examinations, and payment of mileage expenses and other expenses in accordance with the Council expenses policy. Where the Council considers it appropriate, it shall give you reasonable paid time off for study.

Office based supervisions and training sessions will take place during normal office hours. Should you fail to keep your training up to date or attend scheduled training sessions you may be subject to disciplinary action.

## 16. Training Recoupment

The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on-going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:

- While the course is on-going or up to 6 months after completion of the course – 100%
- Between 6 months and 9 months after completion of the course – 75%
- Between 9 months and 12 months after completion of the course – 50%.

You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.

## 16.17. Termination of Employment/ Contractual Notice

Subject to the terms of the probationary clause, we may bring your employment to an end by giving you written notice as follows:

Length of Continuous Service	Notice Requirement
Up to successful completion of probation period	1 week
From completion of probationary period but less than 5 years service	4 weeks
5 years but less than 12 years	1 week per year
12 years or more	12 weeks

You may bring your employment to an end during your probationary period by giving one weeks written notice by giving us **two month's** notice in writing.

We reserve the right to bring your employment to an end at any time and with immediate effect by notifying you that we are exercising our right under this clause and that we will make within **28** days a payment in lieu of notice (Payment in Lieu) or the first instalment of any Payment in Lieu to you. This Payment in Lieu will be equal to your basic salary (as at the date of termination) and will not include any bonus or commission payments, or any payment in

respect of benefits which you would have been entitled to receive during the period for which the Payment in Lieu is made.

We may pay any Payment in Lieu in equal monthly instalments until the date on which the notice period referred to above would have expired if notice had been given. You shall be obliged to seek alternative income during this period and to notify us of any income you receive. The instalment payments shall then be reduced by the amount of such income.

We reserve the right to bring your employment to an end immediately without notice or payment in lieu of notice (a) in any case where you are found to be guilty of gross misconduct; (b) if you cease to be entitled to work in the United Kingdom. In that case we shall also be entitled to recover from you any Payment in Lieu (or any instalments) already made.

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

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

#### **17.18. Garden Leave**

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

#### **18.19. Disciplinary and Grievances**

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Our current disciplinary rules and the disciplinary and grievance procedures which apply to your employment are contained in the Employee Handbook.

These procedures do not form part of your contract of employment and we may amend them from time to time at our discretion. If you wish to appeal against a disciplinary decision you may apply in writing to the person named in the outcome letter in accordance with our disciplinary procedure.

If you wish to raise a grievance, you may apply in writing to Council Leader and the Chair of the Executive Committee in accordance with our grievance procedure.

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

## **19-20. Outside Interests**

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

## **20-21. Deductions from Remuneration**

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We may deduct from any payment we make to you and in particular from your final salary payment, any sums which you owe to us. This includes, without limitation,

- the amount of any overpayment of salary, wages, bonus or other benefits;
- the amount of any overpayment of sick pay;
- the amount of any overpayment of holiday pay;
- outstanding loans and advances;
- the cost of any Council property or equipment which you fail to return, allowing for fair wear and tear;
- any loss or damage to Council property caused by your wilful act, carelessness or negligence;
- any loss or damage suffered by the Council as a result of you terminating your employment without giving or working the required period of notice;
- any shortage or deficiency of stock or cash for which you were responsible;
- any sums you owe to us in respect of training courses, fees, fines etc.

## **21-22. Collective Agreement**

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The National Agreement on Pay and Conditions of Service of the National Joint Council (NJC) for Local Government Services (the Green Book) applies to your employment unless otherwise amended by this contract.

## **22-23. Lay Off**

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

### ~~23.1 Training Recoupment~~

---

~~The Council may undertake to pay for external training courses which are of direct benefit to you and the Council. You agree that if the Council provides such funding and your employment terminates for whatever reason while the course is on going, or in a specified period of time after completion, that you will refund the Council in accordance with the following scale:~~

- ~~• While the course is on going or up to 6 months after completion of the course – 100%~~
- ~~• Between 6 months and 9 months after completion of the course – 75%~~
- ~~• Between 9 months and 12 months after completion of the course – 50%~~

~~You agree to the Council deducting the sums under this clause from your final salary or any outstanding payments that might be due to you at the termination of your employment.~~

### 24. Confidentiality

---

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

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

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

Nothing in this clause shall prevent you or, where applicable, us (or any of our officers, employees, workers or agents) from:

- a. reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution;
- b. doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority;
- c. whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing);
- d. complying with an order from a court or tribunal to disclose or give evidence;

- e. disclosing information to HMRC for the purposes of establishing and paying (or recouping) tax and National Insurance liabilities arising from your employment or its termination;
- f. disclosing information to any person who owes a duty of confidentiality (which you and we agree not to waive) in respect of information disclosed to them, including legal or tax advisers or, in your case, persons providing you with medical, therapeutic, counselling or support services (provided they owe you a duty of confidentiality which remains unwaived); or
- g. making any other disclosure as required by law.

## **25. Copyright & Intellectual Property**

---

All Intellectual Property rights resulting from and connected with work done by you in the course of your employment shall belong to us. You shall sign all documents and do all things as shall be necessary to vest Intellectual Property in the Company. In this Agreement the expression 'Intellectual Property' includes every invention, process, formula, design, copyright, work in which copyright or design rights may subsist and moral rights made originated or developed in whole or in part in the course of or in connection with your employment by us.

## **26. Council Property**

---

All documents, manuals, hardware and software provided for your use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

Any Council property in your possession and any original or copy documents obtained by you in the course of your employment shall be returned to your Line Manager at any time on request and in any event prior to the termination of your employment with the Council.

## **27. Monitoring**

---

Our systems enable us to monitor email, internet and other online communications. In order to carry out its legal obligations as an employer (such as ensuring employee compliance with the Council's IT related policies), and for other business reasons, we may monitor use of systems including the telephone and computer systems, and any personal use of them, by automated software or otherwise. Monitoring is only carried out to the extent permitted or as required by law and as necessary and justifiable for business purposes.

## **28. Variation of Terms**

---

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

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

**AGREEMENT**

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

Signed \_\_\_\_\_ (You)

Dated \_\_\_\_\_

Signed on behalf of Diss Town Council

\_\_\_\_\_

Dated \_\_\_\_\_



### Appendix 1: Sick Pay

Your entitlement to sick pay will be subject to your compliance with our Sickness Absence Policy and is based on the entitlements in the Green Book as set out below:

1. This sick pay scheme is intended to supplement Statutory Sick Pay and Incapacity Benefit so as to maintain normal pay during defined periods of absence on account of sickness, disease, accident or assault.
2. Absence in respect of normal sickness is entirely separate from absence through industrial disease, accident or assault arising out of or in the course of employment with the Council. Periods of absence in respect of one shall not be set off against the other for the purpose of calculating entitlements under this sick pay scheme.
3. Subject to your compliance with our rules as specified above you are entitled to receive sick pay for the following periods:
  - a. During the first year of service: 1 month's full pay and after completing four months' service, 2 months half pay;
  - b. During the 2nd year of service: 2 months' full pay and 2 months' half pay;
  - c. During 3rd year of service: 4 months' full pay and 4 months' half pay;
  - d. During 4th and 5th years of service: 5 months' full pay and 5 months' half pay;
  - e. After 5 years' service: 6 months' full pay and 6 months' half pay.
4. The Governing Body shall have discretion to extend the period of sick pay in exceptional cases.
5. The period during which sick pay shall be paid, and the rate of sick pay, in respect of any period of absence shall be calculated by deducting from your entitlement on the first day, the aggregate of periods of paid absence during the twelve months immediately preceding the first day of absence.
6. In the case of full pay periods, sick pay will be an amount which when added to Statutory Sick Pay and Incapacity Benefit receivable will secure the equivalent of normal pay.
7. In the case of half-pay periods sick pay will be an amount equal to half normal earnings plus an amount equivalent to Statutory Sick Pay and Incapacity Benefit receivable, so long as the total sum does not exceed normal pay.
8. For the purpose of calculating sick pay, normal pay includes all earnings that would be paid during a period of normal working, but excluding any payments not made on a regular basis.
9. The social security benefits to be taken into account for the calculation of sick pay are those to which you are entitled on the basis that you have satisfied so far as is possible:
  - a. the conditions for the reporting of sickness as required;
  - b. the claiming of benefits;
  - c. the obligation to declare any entitlement to benefits; and
  - d. any subsequent changes in circumstances affecting such entitlement.

10. If you are prevented from attending work because of contact with infectious disease, you shall be entitled to receive normal pay. The period of absence on this account shall not be reckoned against your entitlements under this scheme.

11. If you abuse the sickness scheme or are absent on account of sickness due or attributable to deliberate conduct prejudicial to recovery or your own misconduct or neglect or active participation in professional sport or injury while working in your own time on your own account for private gain or for another employer, sick pay may be suspended. The Council shall advise you of the grounds for suspension and you shall have a right of appeal to the appropriate committee of the Council. If the Council decide that the grounds were justified, then you shall forfeit the right to any further payment in respect of that period of absence. Abuse of the sickness scheme will be dealt with under the disciplinary procedure as appropriate.



**Working Time Opt-Out Agreement**

I agree with my employer, Diss Town Council, that my weekly working time averaged over any 17 week reference period may exceed 48 hours and I hereby opt out of the limit on working time set down by the Working Time Regulations 1998. I understand I may end this opt-out at any time by giving my employer not less than three months' written notice.

Name:

Signed:

Dated:



**Diss Town Council**  
**Employee Handbook**

## **WELCOME AND INTRODUCTION**

Welcome to Diss Town Council. Our strength as a Council is due to the skills and abilities of colleagues like you. We look forward to a long and successful working relationship with you and sincerely hope that your time with us is enjoyable and rewarding.

### **This handbook**

This handbook is designed to explain the way in which we work and to set out the key procedures, rules and policies designed to ensure an efficient workplace and a safe and supportive environment for all employees. The contents of this handbook do not form part of the terms of your contract of employment unless otherwise stated. The Council may need to alter or amend any policy or procedure contained in this handbook to ensure that it remains relevant and consistent with the needs of the business.

The Council recognises the 'Green Book' which includes enhancements above the statutory minimum to certain employee benefits. These additional benefits are mainly detailed within your contract of employment, however if detailed within this handbook, they will be clearly identifiable.

We do expect you to comply with the requirements set out in this handbook and failure to do so may lead to disciplinary action; in appropriate cases, up to and including dismissal.

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# 1

## KEY PRINCIPLES

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*This section sets out some of the key commitments made by the Council to its employees – and the key commitments expected from employees in return.*

### 1.1 Council Code of Conduct

The behaviour of employees is central to the continued success of the Council. This handbook sets out a number of requirements aimed at ensuring the smooth running of the Council and the fair treatment of all employees. A number of these are so important that any breach of them will amount to gross misconduct and these are clearly identified throughout the handbook. Your attention is drawn in particular to the following:

- The rules on gifts and hospitality;
- The policy on smoking;
- The policy on alcohol and drugs;
- The policies on driving and the use of Council vehicles;
- The policy regarding social media; and
- The rules concerning the use of computers, the internet and email;

#### **Dishonesty**

It is important to stress that any form of dishonesty, however minor, will be regarded as gross misconduct. This includes theft of property, whether belonging to the Council, colleagues or any third party. However it also includes an employee seeking to gain any advantage through deception - such as making a false claim for expenses or overtime, falsely claiming to be sick or falsely claiming to have completed a particular task.

It does not matter if any amount of money at issue is small. The Council regards any dishonesty by employees as gross misconduct which will usually result in dismissal.

#### **Refusal to carry out instructions**

The Council expects employees to work in a spirit of cooperation with their colleagues and managers for the good of the business as a whole. Employees are required to carry out their managers' instructions and a deliberate and wilful refusal to do so will be gross misconduct.

If you believe that you have been instructed to do something that does not fall within your duties or which is in some other way unreasonable then the appropriate way of dealing with this is to raise a grievance under the grievance procedure (see Section 4). However doing so will not prevent a refusal to carry out an instruction from amounting to gross misconduct if it is found to have been a reasonable one in all the circumstances.

### 1.2 Health and Safety

The primary duty owed to you by the Council is to ensure that you are safe while you are at work. Similarly all employees are obliged to carry out their duties in a safe and



responsible manner that does not risk harm to either themselves, their colleagues or any other person.

A detailed health and safety policy/handbook identifying the roles and responsibilities of key staff members for ensuring that the Council meets its commitment to health and safety is available from the town clerk. In addition there is information on health and safety displayed throughout our premises.

Detailed risk assessments have been carried out on all aspects of the Council's activities and steps have been taken to ensure that all work can be done safely. Any employee who is concerned that any aspect of the Council's activities poses a risk to health and safety should report this to the nearest available manager immediately. Genuine concerns about health and safety will always be treated with the utmost seriousness and be thoroughly investigated.

Employees are required to comply with all instructions, rules and procedures concerning matters of health and safety. Failure to do so may amount to gross misconduct. In particular, where employees are required to wear personal protective equipment then failure to do so will be treated as gross misconduct which will usually result in dismissal.

### **1.3 Ethical Conduct**

The Council aims for the highest possible standards of ethical conduct in all of its activities and expects the conduct of individual employees to reflect this. Dishonesty of any kind will be treated as a serious matter, which may amount to gross misconduct and therefore to dismissal without notice.

#### **Gifts and Hospitality**

The acceptance of gifts and hospitality from clients/customers, suppliers and potential suppliers must not give the appearance that employees or the Council may be unduly influenced in the decisions that they make in respect of clients/customers, suppliers or in any other aspect of their work.

All gifts and hospitality given or received, of whatever value, must be entered in the Register kept by the management team.

No personal gifts of a value in excess of £10 should be accepted from a client/customer, supplier or potential supplier without express permission from the town clerk.

Acceptance of hospitality, such as lunch or drinks receptions, should be kept within common sense limits and should always be authorised by your manager. Offers of hospitality must always be authorised by your manager.

You may also be instructed to return any gifts which your manager considers to be inappropriate, or to refuse to accept hospitality from a particular supplier or potential supplier. Failing to obey such an instruction will be treated as misconduct.

Allowing gifts or hospitality to influence any purchasing/business decisions that you may make on behalf of the Council or to otherwise influence the way in which you perform your duties is an act of gross misconduct which will usually result in dismissal.

It is also an act of gross misconduct to seek to influence any other person to behave in an improper way or to confer a business advantage on you or the Council through the giving of any gift or hospitality.

## **1.4 Whistleblowing**

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

Any initial concern should be raised with the town clerk. However, if this is not appropriate then you should contact another member of the management team who will ensure that your concern is properly addressed.

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

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

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

## **1.5 Good Faith and Loyalty**

The employment relationship is one built on trust and we all have a mutual interest in making the relationship a success. The Council has a duty to provide reasonable support to employees and employees have a duty of good faith towards the Council.

In practice this means not doing anything that undermines the Council's standing with members of the public and fellow employees. In practice this means not doing anything that undermines the Council's position by acting in competition with it, providing information to competitors or undermining the Council's standing with clients, customers and fellow employees.

## **1.6 Data Protection**

We will process personal data and sensitive personal data (also known as 'special categories of personal data') relating to you in accordance with our Data Protection

Policy and our Data Protection Privacy Notice (provided to you separately), as well as in accordance with the relevant data protection legislation.

We may monitor staff in accordance with our policies relating to email, internet and communications systems and monitoring at work, as detailed in this Employee Handbook and in accordance with the relevant data protection legislation.

You will comply with your obligations under our Data Protection Policy and other relevant policies as directed.

## **1.7 Environmental Statement**

In the undertaking of their daily duties, we accept that all staff associated with Council will have an influence on the environment. We will commit to adopting working practices that will help to have a positive effect, assist towards continued environmental improvement, prevent pollution and reduce unavoidable negative influences caused by our working practices.

The Council therefore maintains a policy of 'minimum waste' which is essential to the cost effective and efficient running of all our operations. Every employee has a responsibility to promote this policy by taking extra care when carrying out normal duties to avoid unnecessary or extravagant use of services, materials, lights, heating, water etc.

# 2

## HOW WE DO THINGS

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*This section deals with some important administrative requirements to do with your employment and sets out the standards the Council expects of employees in various situations.*

### 2.1 Proof of Identity

The Council is legally obliged to ensure that all employees are permitted to work in the UK. It is a condition of your employment that you comply with all reasonable requests to provide details of your identity, right to work in the UK and place of residence. This will include allowing the Council to take copies of your passport or other appropriate documents and to check their authenticity. Copies of any such documents will be kept in your personnel file for such a period as is deemed necessary in compliance with current data protection laws.

The Council may dismiss any employee who cannot demonstrate that they are legally entitled to work in the United Kingdom.

### 2.2 Dress Code

All employees should dress in a manner appropriate to the work that they do. Key factors include whether or not the employee meets clients or customers and whether the requirements of health and safety require particular clothing.

The Council has a smart/casual dress code. If your manager feels that you are dressing in an inappropriate way they may ask you to dress differently the next time you come into work. A persistent refusal to comply with a reasonable standard set by a manager will amount to misconduct.

Where an employee dresses in a completely inappropriate way, for example by wearing clothing with offensive images or slogans, then they may be sent home to change. Any time taken to go home and change will be unpaid.

#### **Employees required to wear Uniform**

If you are provided with specific uniform for your role, you will be expected to wear this at all times whilst at work, especially if you may come into contact with the public in the performance of your duties.

You must ensure you look presentable for work and your uniform is maintained in a good condition. If you lose your uniform, or do not look after it, then the Council will be entitled to make a deduction from your remuneration to cover the cost of replacing this. General wear and tear will be taken into account and the Council may exercise its discretion to replace uniform.

### **Personal Protective Equipment**

If you are provided with any Personal Protective Equipment (PPE) you must ensure you wear this at all times, especially in any designated area which may pose additional risk. Failure to do so is likely to result in disciplinary action.

## **2.3 Timekeeping**

Good timekeeping is essential in any team; however we recognise the commitment that staff dedicate to their duties and therefore are happy to show some flexibility in terms of time keeping. This having been said, any employee who is seen to abuse this goodwill, will be spoken to. Persistent abuse of this goodwill will likely result in disciplinary action.

Where it is clear that you are going to be late for work you must contact the town clerk as soon as possible to explain the situation and give an estimate of your arrival time. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If personal or domestic circumstances make it difficult for you to attend work on time then you should discuss this with the town clerk. In some cases, the Council may be able to accommodate a reasonable need for flexibility, but this will be subject to the needs of the business and the need to avoid placing an unfair burden on your colleagues (see Section 4).

## **2.4 TOIL**

Time off in Lieu (TOIL) is time off which staff may take for hours worked beyond the normal working day.

TOIL should only be accrued in exceptional circumstances only; these exceptional circumstances include finishing important maintenance teamwork. Where possible every effort should be made to avoid TOIL being accrued. Working additional hours is voluntary.

All TOIL must be authorised by the individual's Line Manager and recorded on the employee's time sheet.

TOIL cannot be accrued for lunch periods. If you work more than six consecutive hours daily, you are entitled to a 20 minute lunch break, this lunch break must be taken and recorded on all staff time sheets.

The additional hours needed should be sporadic or required for a limited period of time only – if it is for a period longer than a month then the Clerk should review the overall staffing needs for the team to ensure working practices are effective.

The rate at which TOIL can be accrued is on a like for like basis, with the exception of the Carnival whereby TOIL will be accrued at the rate of time and a half - This exception is required to incentivise maximum operational engagement.

All TOIL accrued in one calendar month must be used up within six weeks of accrual.

Only TOIL accrued in March be carried over from one tax year into the next and must be utilised in April. TOIL not taken within the six weeks of accrual will be lost. If there is no allowance for toil to be taken in this time due to staff shortages the Town Clerk

can authorise an extension to this time limit. There will be no financial compensation for any TOIL that is lost.

Managers should ensure that employees are given reasonable opportunities to take any accrued TOIL within the approved period.

Employees who choose to work outside their normal working hours through personal choice cannot claim TOIL for those hours unless authorised through their Line Manager.

The operation of TOIL depends on mutual trust. Any suspected abuse of TOIL will be treated as a disciplinary matter.

## **2.5 Adverse Weather and Traffic Disruption**

### **Adverse Weather**

Adverse weather conditions can cause road closures and public transport disruption.

The Council's primary duty is to provide a safe place of work. If adverse weather means that this cannot be achieved, and the workplace needs to close then all employees will be sent home or told not to come in. In these circumstances, where possible, employees may be required to work from home and will be paid as normal. If home working is not a suitable alternative arrangement, employees will be paid in full for any working time that they have lost.

If the need to close the workplace persists, the Council may invoke the lay-off clause in employees' contracts.

### **Traffic Disruption**

We understand that events such as industrial action, road traffic accidents and road works can cause difficulties for employees attempting to travel into the workplace. In these circumstances we are prepared to take a flexible approach to working arrangements while still keeping the business running as effectively as possible.

You must make a genuine effort to report for work at your normal start time. You may need to leave home earlier to give yourself extra time for the journey or taking an alternative route. Travel on foot or by bicycle should be considered where appropriate and safe.

If you are unable to get into work, you should check the situation throughout the day in case it improves. Information may be available from local radio stations, the police, transport providers or the internet. If conditions improve sufficiently to allow you to travel in to work, you should report this to your manager and attend work unless told otherwise.

### **Delayed Return from holidays**

You should make every effort to return to work as planned at the end of any period of authorised annual leave and should ensure that travel arrangements are made that would best ensure this is possible. However, we recognise that employees may be delayed when returning from holidays due to flight cancellations/ delays.

### **If you are unable to travel into work**

If the workplace is open, it is the responsibility of employees to attend work if they possibly can.

Employees who are absent from work due to adverse weather or other travel disruptions are not entitled to be paid for the time lost.

Where it is clear that you are not going to be able to get to work you must contact your line manager as soon as possible to explain the situation. You must make every effort to talk to your manager directly rather than leave a message with colleagues or send an email or text message.

If you are unable to attend work due to severe weather or other travel difficulties, then you will be required to take time from your annual leave allowance to cover any absence or to take unpaid time off by agreement with your manager.

There may be circumstances in which employees are able to work at home or from an alternative place of work, if available, but this will be entirely at the discretion of the Council. If you do this, you will receive your normal pay.

If travel disruption or adverse weather causes you to arrive at work late or requires you to leave work early you will usually be expected to make up any lost time.

## **2.6 Rest Breaks**

The Council encourages all employees to take full advantage of scheduled rest breaks. These are provided not only for comfort, but also to protect the health of employees and prevent excessive fatigue from causing accidents.

A rest break should be taken away from your workstation wherever possible. If you leave the premises you should bear in mind the time that it will take you to return from the break so that you can ensure that you begin work again on time.

Different areas of the business may have different arrangements for ad hoc breaks such as to make a cup of tea or coffee. These arrangements are in place to ensure the smooth running of the business and to prevent putting unfair pressure on colleagues. You are required to comply with any requirements relating to such breaks as may be in place from time to time.

## **2.7 Smoking**

The Council operates a smoke-free workplace. Smoking (which includes the use of e-cigarettes and personal vaporisers) is therefore strictly prohibited throughout all Council premises, including any Council vehicle.

Smoking is only permitted during designated break times and in the designated outside areas.

## **2.8 Computer Use - Including the use of email/Internet**

It is very important that the Council is able to keep its data secure. To assist with this, all employees are required to comply with instructions that may be issued from time to time regarding the use of Council-owned IT or communication systems.

You should ensure that when leaving your workstation for any lengthy period, that you lock your IT devices or log off if appropriate.

You must not attach any device to Council IT equipment without authorisation from the town clerk and you must not open attachments or click on links unless you know you can trust the source. Council portable IT devices must be kept secure and password protected at all times.

Your computer password is an important piece of confidential information and you should treat it that way. Do not share it with others, and make sure that it is not written down anywhere where an unauthorised person can find it.

Unauthorised access to any of the Council's IT and communication systems will amount to gross misconduct.

### **Internet Use**

Employees with access to the internet on Council-owned IT devices should use that access responsibly.

Personal use during working hours will be treated as misconduct. From time to time the Council may block access to sites which it considers inappropriate but whether or not a specific site has been blocked, employees must not use the internet to view or download offensive or sexually explicit material. Any attempt to do so may, depending on the circumstances, amount to gross misconduct leading to dismissal.

Employees must not download any software, plugins or extensions on to Council-owned IT devices unless this is first cleared by an appropriate manager. Employees should also refrain from downloading music, video or any other entertainment content on any Council-owned IT device.

Firewalls and anti-virus software may be used to protect the Council's IT and communication systems. These must not be disabled or switched off without express permission from management.

### **Email**

All email correspondence should be dealt with in the same professional and diligent manner as any other form of correspondence.

If you have a Council email account you should be mindful of the fact that any email that you send will be identifiable as coming from the Council. You should therefore take care not to send anything via email that may reflect badly on the Council. In particular, you must not send content of a sexual, racist or discriminatory nature, junk mail, chain letters, cartoons or jokes from any email address associated with work.

Using a Council/work email address to send inappropriate material, including content of a sexual, racist or discriminatory nature, is strictly prohibited and may amount to gross misconduct. Should you receive any offensive or inappropriate content via email you should inform a member of management of this as soon as possible so that they can ensure that it is removed from the system.

You should also take care that emails will be seen only by the person intended. Particular care should be taken when sending confidential information that the email has been correctly addressed, marked 'private' / 'confidential' and not copied in to those not authorised to see the information. Sending confidential information via email without proper authorisation or without taking sufficient care to ensure that it is properly protected will be treated as misconduct.



## **Privacy**

Monitoring of email usage takes place without notice. You should have no expectation of privacy in respect of personal and business use of email and the internet whilst at work.

Your email remains the property of the Council and therefore you should not use your Council email to send or receive any information that you regard as private. The Council may, in the course of its business, read emails that you have sent or received - although in the absence of evidence of wrongdoing the Council will try to avoid reading personal emails if possible.

## **2.9 Social Media**

An employee's behaviour on any social networking or other internet site must be consistent with the behaviour required of employees generally. Where it is possible for users of a social media site to ascertain who you work for, then you should take particular care not to behave in a way which reflects badly on the Council.

Inappropriate or disparaging comments about the Council, colleagues or clients will be treated as misconduct. Because social media interactions can be copied and widely disseminated in a way that you may not be able to control, the Council will take a particularly serious view of any misconduct that occurs through the use of social media.

You must not operate a social media account or profile that purports to be operated on or on behalf of the Council without express permission to do so from your manager.

You should not attempt to access social networking sites, such as Facebook/X (formally known as Twitter) or similar on Council IT and communication systems. This includes during break times.

## **2.10 Telephones**

Council telephones must be used for legitimate business purposes only.

Calls and texts on personal mobile phones should wherever possible be restricted to formal rest breaks.

## **2.11 Alcohol and Drugs**

The Council's approach to the consumption of alcohol, drugs and other substances (including new psychoactive substances) that have intoxicating and/or behaviour-altering effects or impair judgement (referred to in this policy as "other substances") is based on the need to ensure a safe and productive working environment. Because of the serious nature of the risks posed by the abuse of alcohol, drugs and other substances in the workplace, any breach of the rules in this area will be treated as gross misconduct which will usually result in dismissal.

An employee will be regarded as 'under the influence' of alcohol, drugs or other substances if their behaviour, speech, ability to concentrate or otherwise perform their duties is in any way affected. An employee will also be regarded as under the influence if they fail a drug, other substance or alcohol test.

## **Dependency**

Employees who have a dependency on alcohol, drugs or other substances may be offered support and encouraged to seek appropriate counselling or medical help. Absence arising from treatment or counselling related to drug, alcohol or other substance abuse will be treated as sickness absence under the Council's absence management policy. However, while the Council will always try to be supportive toward employees with a drug, alcohol or other substance problem, this will not prevent disciplinary action being taken when employees act in breach of the rules laid out in this policy.

Wherever an employee informs the Council that they have a drug, alcohol or other substance problem this will, as far as possible, be treated in the utmost confidence. However the Council may need to disclose particular circumstances to managers, regulatory authorities or others should this be necessary to ensure safety or compliance with legal requirements.

## **Drugs**

The consumption, storage, distribution or sale of illegal drugs or any other behaviour-altering and/or intoxicating substance, including new psychoactive substances, on Council premises or during working time is strictly prohibited. The Council will report any illegal activities to the police or other relevant authorities.

You must not present yourself for work under the influence of illegal drugs or any other substance taken for non-medical purposes.

## **Medicines and Prescription Drugs**

If you are taking prescription drugs or any other medicine that may affect your performance at work or your ability to carry out any of your duties, then you must inform the town clerk of this so that steps can be taken to ensure that the work can be done safely. It is your responsibility, when beginning any course of medication, to check whether it may adversely affect your ability to work.

## **Alcohol**

Consumption of even a small amount of alcohol may be sufficient to adversely affect the work of an employee and could pose a risk to health and safety. Remember that alcohol remains in the bloodstream for up to 24 hours following consumption and that the consumption of a significant amount of alcohol in the evening may leave you unfit to work in the morning.

You must not present yourself for work under the influence of alcohol.

You must not consume any alcohol during working time, lunchtime or during any break unless this has been specifically authorised by your manager.

Where alcohol is available at Council organised events or occasions when you are representing the Council – even outside working hours - it is important to behave responsibly and not drink to excess. Behaviour that reflects badly on the Council will be a disciplinary matter and in serious cases may amount to gross misconduct.

## 2.12 Driving

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

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

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

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

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

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

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

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

### **Council Vehicles**

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

Any personal use of a Council vehicle, other than a vehicle provided for your exclusive use as part of your contract is at the sole discretion of the Council and must in any

event be kept within reasonable limits. Your manager may at any time instruct you not to use – or to cease using - a Council vehicle for private purposes.

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

## 2.13 Expenses

You will be reimbursed for authorised and legitimate expenditure reasonably incurred in the course of the proper performance of your duties, i.e. travel, accommodation, agreed out-of-pocket expenditure.

Expenses will only be reimbursed if they are:

- submitted to [your line manager OR the Finance Department] on the appropriate claim form;
- submitted within [28 OR [NUMBER]] days of being incurred;
- supported by relevant documents (for example, VAT receipts, tickets, and credit or debit card slips); and
- authorised in advance where required.

Claims for authorised expenses submitted in accordance with this policy will be paid [by cheque OR directly into your bank or building society account via payroll].

Any questions about the reimbursement of expenses should be put to [your line manager OR the Finance Department] before you incur the relevant costs.

### Travel expenses

We will reimburse the reasonable cost of necessary travel in connection with our business. The most economic means of travel should be chosen if practicable and you should use existing travelcards or season tickets wherever possible. The following are not treated as travel in connection with our business:

- travel between your home and usual place of work;
- travel which is mainly for your own purposes; and
- travel which, while undertaken on our behalf, is similar or equivalent to travel between your home and your usual place of work.

**Trains.** We will reimburse the cost of standard class travel on submission of a receipt with an expenses claim form.

**Taxis.** We do not expect you to take a taxi when there is public transport available, unless it is cost effective due to a significant saving of journey time or the number of staff travelling together. A receipt should be obtained for submission with an expenses claim form.

**Car.** Where it is cost effective for you to use your car for business travel, and you have been authorised to do so, you can claim a mileage allowance on proof of mileage. Details of the current mileage rates can be obtained from [your line manager OR the Finance Department]. You can also claim for any necessary parking costs which must be supported by a receipt or the display ticket.

**Air travel.** If you are required to travel by plane in the course of your duties you should discuss travel arrangements with [your line manager OR the Finance Department] in advance.

We will not reimburse penalty fares or fines for parking or driving offences, other than at our discretion in exceptional circumstances.

#### **Accommodation and other overnight expenses**

If you are required to stay away overnight in the course of your duties you should discuss accommodation arrangements with [your line manager OR the Finance Department] in advance. Accommodation will usually be subject to an upper limit per night of £[AMOUNT] (London) or £[AMOUNT] (outside London).

We will reimburse your reasonable out-of-pocket expenses for overnight stays provided they are supported by receipts as follows:

- breakfast up to a maximum of £[AMOUNT] a day;
- lunch and an evening meal [including non-alcoholic drinks] up to £[AMOUNT] a day for lunch, £[AMOUNT] a day for an evening meal or, where both are incurred on the same day, an overall maximum of £[AMOUNT]; and
- up to £[AMOUNT] for each night spent away from home for incidental expenses.

## **2.14 Council Property**

You are not permitted to use Council property for any purpose other than its intended use. Council property must not be removed from the premises unless with prior approval.

#### **Damage to Council Property**

Any damage to or loss of Council property must be immediately reported to your manager.

If, following an investigation, it is found that as a result of your carelessness, negligence or failure to comply with Council procedures, or by wilful act, the Council suffers loss or damage of cash, stock, fixtures and fittings or property (including vehicles) , this will be construed as serious breach of the rules, which could result in your summary dismissal on grounds of gross misconduct.

You may also be liable to pay the full, or part, cost of making good the Council's loss in respect of cash, stock, fixtures and fittings, or property (including vehicles).

In the event that the Council makes a claim to its insurers, for repair or replacement, or other losses incurred, it reserves the right to require you to pay any insurance excess that may accrue.

It is an express term of your contract of employment that if Council property is damaged, lost or stolen through your negligence or fault, then the Council may deduct the cost of repair or replacement from your salary.

Before any decision is made to deduct, the matter will be fully investigated and you will be given an opportunity to state your case and appeal any decision.

### **Return of Council Property**

Upon termination of employment for whatever reason, you must return to the Council all property belonging to the Council including Council vehicle, computer, equipment, keys, records and documents within your possession or control belonging or relating to the affairs and business of the Council and its customers.

The Council may deduct the cost of replacement of any items not returned, or repair of items that are returned damaged, on termination of your employment from your salary or any monies owed to you.

### **Employees' Property**

The Council does 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.

Any loss or theft of items must be reported to your manager.

### **Lost Property**

If you find any items of lost property they should be handed to your immediate Manager, who will retain the items for three weeks. The property will either be handed over to the police or disposed of accordingly.

## **2.15 Probationary Appraisal Policy**

The performance of employees in their six-month probationary period will be reviewed after two months and at the end of the probationary period.

The Line Manager will schedule the review and give the employee at least one week's notice of their review. If the employee is not meeting the expectations required of the role at the two-month review, the Line Manager can opt to continue with employment and offer extra training to the employee to enable them to complete their probation.

At the end of the probationary period, the same appraisal form will be used to determine whether the employee will receive a letter confirming permanent employment. If the employee's work after the six-month period is unsatisfactory, the Line Manager can arrange for an extension of the probationary period by three months if they believe that the employee will meet the satisfactory requirement with extra time.

If, during the probationary period, the employee is found to be unsatisfactory, the employee will be asked to attend a review where it will be highlighted that the Council is considering terminating their contract due to issues with their performance and the employee will have the right to bring a colleague representative to the meeting.

The employee will be given evidence of unsatisfactory performance and will be able to respond to any issues raised. A decision will then be made to offer further training

and additional support where required, extend the employee's probation or terminate the employee's contract.

## **2.16 Training Policy**

The Council is committed to the ongoing training and development of all employees to enable them to make the most effective contribution to the Council's objectives in providing the highest quality representation and services for the people of the town. Training can be defined as 'a planned process to develop the abilities of the individual, contribute to their continuing professional development and to satisfy current and future needs of the organisation'. The Council recognises that its most important resource (apart from its elected members) are its officers and staff and is committed to encouraging individuals to enhance their knowledge and qualifications through further training. Some training is necessary to ensure compliance with legal and statutory requirements.

The Council expects senior officers to undertake a programme of continuing professional development (CPD) in line with the requirements of their professional bodies (such as the Institute of Local Council Management).

Providing training yields a number of benefits:

- It improves the quality of the services and facilities that the Council provides;
- It improves the skill base of the employees, producing confident, highly qualified and motivated staff working as part of an effective and efficient team; and
- It demonstrates that employees are valued.

The process of development is as follows:

- Training needs should be identified by considering overall objectives of the Council as well as individual requirements;
- Planning and organising training to meet those specific needs;
- Designing and delivering the training (where appropriate);
- Evaluating the effectiveness of training.

### **The Identification of Training Needs**

Employees will be asked to identify their development needs with advice from their Line Manager during their performance management review. Staff training needs may also be identified through discussion with their Line Manager.

Other circumstances may present the need for training:

- Legislative requirements i.e. Health and Safety, first aid etc;
- Changes to operational systems;
- New qualifications become available;
- Accidents;
- Professional error;
- New equipment;
- New working methods and practices, complaints to the Council;
- Delivery of new services.

Employees who wish to be considered for a training course should discuss this in the first instance with their Line Manager. The Line Manager will consider, together with colleagues and budget available & with Council if required, to determine whether the training is relevant to the authority's needs and/or service delivery, the training costs represent value for money, and if there is sufficient funding available.

### **Financial Considerations**

Each request will be considered on an individual basis on the benefits to the individual and the Council & within the available budget.

Other considerations include:

- The implications of employee release for training course attendance on the operational capacity of the Council;
- The most economic and effective means of training (value for money);
- The provision and availability of the training budget and other demands on it.

For approved courses, employees can expect the Council to fund the following:

- The course and registration fee
- The examination fees (if any)
- Associated membership fees (if any)
- One payment to re-take a failed examination or assignment
- Travel costs
- Accommodation costs (only if necessary and only by prior agreement).

Staff attending training courses must inform their Line Manager immediately of any absence, giving reasons.

Failure to sit an examination (where there is one) may result in the Council withdrawing future course funding and/or requesting the employee reimburse the Council. Each case will be considered on an individual basis.

The Council operates a Return of Service agreement. Any employee receiving training at the Council's expense, which costs £100 or more (or several courses which together cost more than £100) must be aware that should they leave the employment of the Council within one year of completion of the qualification, they may be required to repay all costs associated with the undertaking of such training.

In the case of further education, such as the Certificate in Higher Education or Degree course, employees may be required to repay all costs associated with the study if they leave within two years following the completion of the course.

Decisions will be made on a case by case basis by the Executive Committee.

### **Study Leave**

Employees who are given approval to undertake external qualifications are granted the following:



- Study time to attend day-release courses
- Time to sit examinations
- Study time to be discussed and agreed with the Town Clerk and Executive Chair in advance.

### **Short Courses/Conferences and Continuing Professional Development**

Duration of travel and attendance on a full day or half day (short) course to attend training, will be on full pay or TOIL.

Staff attending workshops, residential or day conferences can expect the following to be paid by Council:

- The course or conference fee (with accommodation and meals if this forms part of the cost package)
- Travelling expenses in accordance with Council policy
- Subsistence in accordance with Council policy
- Council may also pay an additional nights' accommodation where this will improve the ability of the attendee to gain most of the event where significant travel is required

### **Evaluation of Training**

Records of all training undertaken by employees will be kept in the personnel files of each member of staff.

As part of the Council's continuing commitment to training and development, employees are asked to provide feedback on the value and effectiveness of the training they undertake highlighting in particular the key implications of new legislation, guidance and/or best practice for the ongoing efficiency and effectiveness of the authority.

## **2.17 Continuous Performance Policy**

Performance Management reviews are intended for all employees, apart from probationary staff (see section 2.14) and will be carried out with each employee at least twice every year (annual review & mid-year review) and will be conducted by the employee's Line Manager.

Training on conducting performance management will be provided to Line Managers to ensure they are carried out fairly and consistently.

The first full performance management review will take place 12 months after starting the post and annually thereafter. It is the responsibility of the reviewee and reviewer jointly to ensure that all meetings are held and paperwork completed before the deadline.

The Line Manager should schedule the review date and time in consultation with the employee and will provide the employee with at least one week's notice. Forms PM 2-4 are kept confidentially in the employee's personnel file by line managers. Line managers are required to review progress of the set objectives and discuss new objectives with each reviewee. Where previous paperwork is not available, reviewers should discuss progress since last year in general terms. At the same time, the performance management form PM1 should be provided by the Line Manager to the employee.

The objectives of the meeting will be to:

- discuss and review the previous year's performance, conduct and achievements;
- review the employee's job description to ensure it accurately reflects their role (N.B. if both parties agree that there has been a significant change to the role, then consideration should be given to whether the role requires a formal review);
- identify any areas for development;
- if necessary, agree any changes required to performance objectives and actions required to improve the employee's performance and/or to enable them to achieve their full potential in the work they carry out for the Council and/or to facilitate their career progression;
- consider any future individual training and career development needs for the employee which are both relevant to the employee and to the Council;
- discuss opportunities for advancement or alternative work.

The employee should set out what actions they intend to take to develop themselves and they must assist in making the performance review process a worthwhile exercise. The meeting will be in the form of a focussed discussion, where views can be exchanged and agreed actions recorded (PM2-4). The outcome of the meeting will be a clear action plan for both the employee and their Line Manager.

Before attending the Performance Management review meeting, employees should complete PM 1 which is a reflection on their achievements to date. They should ensure that they reflect on their last objectives and consider what objectives they would like to set for the next year. It is important to consider their personal objectives in light of any training they may need, as all training and courses must explicitly relate to their performance management objectives.

If the employee substantially disagrees with any of the comments made, they will be able to record this in the review. Once the employee has signed the forms, they should return them to their Line Manager who will give a copy to the employee for their own safekeeping.

A copy of the review will be forwarded to the Chair of the Executive committee, so that they can conduct an overall review of the performance management process and ensure the fairness and effectiveness of each Line Manager's approach to the process.

The completed performance management review forms must be viewed as a working document and as such, should be continually referred to and reviewed throughout the year by both the employee and the Line Manager.

Any employee who feels that their performance management was entirely unsatisfactory or unfair to them, may ask that the Clerk review the performance management with them and their Line Manager. In the case of the Clerk, this review would be undertaken by the Chair of Executive.

The Performance management review process contains 4 forms; listed as PM1 – 4. The purpose of these forms is explained below:

**PM1 – Self Evaluation** is a self-review document for use by reviewees prior to their performance management meeting. This is an optional form which is purely for the personal use of the reviewee. It is intended to aid the reviewee in deciding what they want from their PM meeting and assist in drafting objectives for the coming year. This document is usually filled in by reviewees prior to the meeting with their reviewer. It is for the personal use of the reviewee and should not be handed in or kept by anyone other than the reviewee themselves.

**PM2 – Review Statement** is used to review progress since the last targets were set. This is the form that is completed jointly by the reviewer and reviewee at their meeting. The reviewer should fill in the targets which were set at the previous year's review. A judgement should then be agreed as to whether objectives have been met and this should be recorded. This form should be passed to your Line Manager for secure filing upon completion. A copy will be provided for the reviewee.

**PM3- Planning Statement** is used to set targets for the coming year. This is the form that is completed jointly by the reviewer and reviewee at their meeting. They should agree three objectives. The format of these should be:

- An objective which relates to the key improvement points for Diss Town Council and how the reviewee will contribute towards one or more of them;
- An objective which relates to the primary work area of the reviewee;
- A personal development objective (i.e. a skill or aspect of their job the reviewee wishes to develop)

The reviewer should then indicate how these objectives will be assessed. For example, observation of a specific task or piece of work. This form also contains an area where colleagues should highlight, specific training requirements they feel will be necessary to support them in gaining their objectives. This form should be passed to your Line Manager for secure filing upon completion. A copy will be provided for the reviewee.

**PM4 – Training Schedule** is used to agree further training requirements. This form is used to record the training needs of all staff. This form should be passed to your Line Manager for secure filing upon completion. A copy will be provided for the reviewee

Forms PM1-4 can be obtained from **[INSERT]**.

## 2.18 General

### Statements to the Media

Any statements to reporters from newspapers, radio, television etc. in relation to our business will be given only by Management.

### Parking

If parking is provided by the Council, all cars parked in such parking areas are parked at the owner's risk and must be parked so as not to obstruct access. It is your responsibility to ensure that your vehicle is parked in a safe area.

# 3

## ABSENCE

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***This section sets out the approach the Council takes when you are unable to attend work, are taking annual leave or need time off.***

### 3.1 Unauthorised Absence

Employees who deliberately fail to attend work without proper excuse or in breach of management instructions will be committing gross misconduct which could result in dismissal without notice or payment in lieu.

### 3.2 Medical Appointments

In general, appointments to see a GP, dentist or optician should be made for outside working hours. Paid leave will not normally be granted for non-emergency visits.

The Council appreciates that it is not always possible to avoid appointments during the working day and will judge each case individually in deciding whether any paid time off should be granted. In most cases, employees will be required either to use part of their annual holiday entitlement or to make up any lost time.

Employees who have a medical condition which will require regular appointments during the working day should discuss their situation with their manager so that appropriate arrangements can be made.

You may be required to provide evidence of any appointment for which time off is needed.

Necessary paid time off will be granted for cancer screening.

### 3.3 Ante-natal Care/Adoption Appointments

#### Pregnancy Related Appointments

Employees who are pregnant are entitled to paid-time off to attend ante-natal appointments provided that attendance is based on medical advice. For second and subsequent appointments you may be required to produce an appointment card or similar evidence of the date and time of the appointment.

While there is no limit on the number of appointments that an employee can attend, the Council does have the right to refuse time off where it is reasonable to do so. Employees are therefore expected to take reasonable steps to arrange antenatal appointments at a time that will require the minimum amount of time off. Part-time workers should attempt to arrange appointments for days when they are not required to work and all employees should try to avoid appointments in the middle of the working day in order to minimise disruption.

If your partner is pregnant, you are entitled to unpaid time off for up to two antenatal appointments. If you wish to exercise this right you should notify your manager of the date and time of the appointment. You may be asked to provide written evidence that an appropriate appointment has in fact been made.

### **Adoption Appointments**

Employees who are adopting on their own, or have elected to be the primary adopter may take paid time off to attend up to five adoption appointments in certain circumstances.

If you are the partner of the primary adopter, you may take unpaid time off on up to two occasions to attend an adoption appointment.

## **3.4 Sickness Absence**

Regular and reliable attendance at work is an important commitment that the Council asks all employees to make. Unjustified or excessive absence can put unfair pressure on colleagues and seriously damage the Council's business, to everybody's detriment.

Nevertheless the Council will always try to be supportive when an employee is genuinely too ill to attend work. This policy sets out the Council's approach and the steps that you need to take if you are off sick.

### **Infectious Disease**

An employee who is prevented from attending work because of contact with infectious disease shall be entitled to receive normal pay whilst absent from work in consequence of this. The period of absence on this account shall not be reckoned against the employee's entitlements under this scheme.

If an employee contracts an industrial disease, or is involved in an accident or assault arising out of, or in the normal course of their employment, this will be considered entirely separately from normal sickness absence and therefore will not be off set against an employee's sick pay entitlement under the sick pay scheme.

### **Reporting Sickness Absence**

If you are too ill to come into work you should personally inform the town clerk of this fact as soon as possible and in any event within the first hour of your start time. When you phone in sick you must make every effort to speak to your manager directly. Do not simply leave a message with a colleague or send an email or text. If you need to leave a message for your manager then they may contact you during the day to discuss your absence with you.

It is important that you keep in touch with your manager about the likely length of your absence so that appropriate arrangements can be made for cover and you should phone in sick on every day of your absence unless either you have previously informed your manager that you will be off sick for a particular period of time or your absence is certified by a 'Fit Note' (Form Med 3).

Hangovers are not regarded as legitimate reasons to take sickness absence. Absence by reason of hangovers will be regarded as a disciplinary offence which may result in dismissal without notice or payment in lieu. You should also be aware of the rules governing the consumption of alcohol set out in the Alcohol and Drugs Policy.

The Council requires any absence of more than 4 days to be certified by a 'self-certification form' (Form SC2). Any absence of more than a week must be certified by a 'Fit Note' (Forms Med 3 or Med 10). Uncertified absence may be treated as misconduct and will not be paid.

Where any period of sickness absence occurs immediately before or immediately after a period of annual leave then the Council may require such absence to be certified by a Fit Note at your own expense.

Where you are absent for an extended period of time (three weeks or more) the Council may refer you to an occupational health professional or seek a medical report from your GP. The purpose of this will be to ascertain when you are likely to be able to return to work and to identify any measures that can be taken to help you return as soon as possible.

Employees who are off sick should not undertake any activities likely to be detrimental to their recovery and should cooperate with the appropriate medical professionals in taking steps to ensure that their recovery is as swift as possible.

The Council will maintain regular contact with employees who are off sick for an extended period.

Employees will be required to attend a return to work meeting after any period of sickness absence. The purpose of the meeting is to check on the employee's general health and wellbeing, to catch up with regards to anything that the employee may have missed, and to discuss whether there are any concerns in respect of absence levels.

#### **Annual Leave and Sickness Absence**

Employees may request annual leave during any period of sickness absence in the normal way. If you intend to spend any time away from home during your sickness absence you should inform your manager of this fact in advance and provide contact details. The Council does not expect employees to take holidays while off sick. In exceptional cases only, where this may assist in an employee's recovery, the Council may agree to holidays being taken during sick leave. It is essential however that any such holidays are agreed in advance with the Council following the normal holiday request procedure.

#### **Phased Return to Work**

As an employee recovers from illness or injury it may be possible for them to undertake a limited range of duties as a preparation for returning to normal work. The Council will try whenever appropriate in light of medical advice to allow for a phased return to work from any long-term illness. This may involve reducing the employee's hours, or the scope of their duties or both. The purpose of a phased return, however, is to provide a bridge between sickness absence and normal working and so any such arrangements will be time-limited and will not normally extend over more than three months.

#### **Alternative Work**

The Council may consider agreeing changes to an employee's duties or other working arrangements when it becomes clear that due to sickness or injury they will not be able to return to normal working. Any such changes will be subject to the needs of the business and there is no guarantee that permanent arrangements of this sort will be possible.

Where duties or working hours are varied in this way then the job being done by the employee will need to be reassessed to determine the appropriate level of remuneration. This will then need to be agreed with the employee. If an agreement is not reached then the Council may proceed to dismiss the employee in accordance with the procedure for long-term sickness absence.

### **Disability and Reasonable Adjustments**

The Council is committed to making reasonable adjustments to an employee's duties or working arrangements where they would otherwise suffer a disadvantage arising from any disability.

In order to make appropriate adjustments the Council needs to know about any disability the employee may have. Employees who feel that they may require an adjustment should discuss their situation with their line manager. Any such discussions will be in the strictest confidence although when an adjustment is made it may be necessary to inform other employees of the reason for this. The extent to which details of any disability will be discussed with other employees will be agreed as part of the process of making the adjustment itself.

The purpose of any adjustment will be to ensure that the employee can work effectively in an appropriate role and on appropriate terms and conditions. The Council is not obliged to maintain an employee's level of pay if hours are reduced or the employee is moved to a less senior role as a result of any adjustment. Nor will the Council agree to an adjustment which will not result in a commercially practicable working arrangement.

### **Contractual Sick Pay**

In addition to Statutory Sick Pay (SSP) the Council also offers an enhanced Sick pay scheme in line with the Green book provisions. An employee's entitlement under this scheme is linked to their length of service, and will be as follows:

- During 1<sup>st</sup> year of service (after successful completion of probationary period): 1 months' full pay and 1 months' half pay;
- During 2<sup>nd</sup> year of continuous service: 2 months' full pay and 2 months' half pay;
- During 3<sup>rd</sup> year of continuous service, 4 months' full pay and 4 months' half pay;
- During 4<sup>th</sup> and 5<sup>th</sup> years of continuous service, 5 months' full pay and 5 months' half pay; and
- After 5 years' continuous service, an employee would be entitled to 6 months' full pay and 6 months' half pay.

**NB:** 'Full Pay' period = Sick Pay shall include SSP and any Incapacity Benefit

'Half Pay' period = Half pay plus SSP and Incapacity Benefit, so long as this total does not exceed an employee's normal pay.

### **Statutory Sick Pay**

If you are sick the Council will pay you Statutory Sick Pay (SSP), if you are eligible. Further details of this are contained within your contract of employment.

## **3.5 Jury Service/Other Time Off**

There are a number of circumstances in which employees have a right to time off from work either with or without pay. These include jury service and certain public duties such as serving as a local councillor, magistrate or school governor. Where a need for



such time off arises you should discuss the matter with the town clerk who will consider what arrangements should be put in place.

While the Council will do its best to accommodate time off in these circumstances, the requirements of an employee's role may mean that the amount of time off granted may be limited.

Where serving on a jury would lead to a level of absence that would be detrimental to the business, the Council may require you to seek a deferment.

### **3.6 Compassionate/Bereavement Leave**

In the event an employee suffers a bereavement in their family, the Council will grant up to three days immediate paid leave. The Council will also grant further paid leave (up to three days) to attend a funeral.

In addition, there may be occasions where it may be necessary for an employee to take compassionate leave. Again, this will be considered on a case by case basis and dependant on circumstances, may be paid or unpaid.

An employee will not be eligible to receive paid bereavement or compassionate time-off benefits while off, or absent from work because of holiday, sickness (paid or unpaid) or for any other reason.

### **3.7 Parental Bereavement Leave**

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

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

#### **Notification**

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

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

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

#### **Parental Bereavement Pay**

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

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

#### **Other leave entitlements**

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

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

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

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

### **3.8 Emergency Time Off for Dependants**

The Council recognises that situations arise where you need to take time off work to deal with an emergency involving someone who depends on you. Your husband, wife or partner, child or parent, or someone living with you as part of your family can all be considered as depending on you. Others who rely solely on you for help in an emergency may also qualify. For further detail as to who counts as depending on you and guidance on individual circumstances, please speak to your Manager.

Provided the reasons for such a request are genuine and you inform the Council as soon as possible that you need this time off, you will be allowed reasonable unpaid time off work to deal with such emergencies.

The right to time off only covers emergencies. If you know in advance that you are going to need time off, you will not qualify for this type of leave and you therefore should arrange this with the Council by taking another form of leave, such as annual leave, parental leave etc.

If an emergency occurs and it is not possible for you to inform your manager in advance of any absence you should contact your manager as soon as possible to inform them of the situation. Appropriate arrangements may then be put in place.

If you suffer some other personal emergency you should talk to the town clerk who will discuss what arrangements can be made to grant you compassionate leave. These arrangements will always be at the discretion of the Council and will depend on the circumstances of the case and the impact that any absence on your part may have on the business. However, the Council will be sympathetic to your need for time off (which may be paid or unpaid at our discretion) to deal with the situation and make any arrangements that may be necessary.

### 3.9 Annual Leave

Your individual holiday entitlement, including the calculation of any holiday pay, is set out in your contract of employment. This section of the handbook outlines the general approach taken by the Council to requests for annual leave.

All annual leave must be agreed in advance with the town clerk. You should not make firm travel plans or commitments until a request for leave has been granted and the Council will not take such plans into account when dealing with conflicting holiday requests.

Further, no more than two consecutive weeks' holiday can be taken at one time. In certain circumstances, and at the discretion of the business, a longer period may be permitted. If this is required, you should discuss this with the town clerk, to establish whether this can be accommodated.

#### **What notice do I need to give?**

All requests for leave should be made at least 4 weeks in advance. The means of requesting leave may change from time to time and you should comply with whatever procedure is in place at the time of the request.

Your manager may refuse any request for leave if it would result in the workplace being understaffed or otherwise prejudice the business. Leave is likely to be refused if it is requested for a particularly busy period or a time when other employees have already had leave approved.

Certain times of year are particularly popular times for requesting holiday. Generally, subject to the needs of the business, leave will be granted on a first come first served basis, but exceptions may be made in the interests of ensuring that holiday is spread through the year on a fair and equitable basis.

#### **Our Holiday Year**

All employees are encouraged to take their full holiday entitlement during the holiday year which runs from 01 April to 31 March. However it is your responsibility to schedule your holiday so that it can be taken at an appropriate time.

Employees will not usually be permitted to carry over holiday entitlement into the following holiday year.

In certain circumstances, at the Council's discretion and subject to certain rules, the carrying over of a proportion of annual leave may be allowed.

Employees who leave their employment during the course of a holiday year will be entitled to a pro-rata payment reflecting leave accrued but not taken. Where an employee has, at the time their employment ends, taken a larger proportion of their leave entitlement than the proportion of the holiday year that has expired, then a deduction will be made from the final payment of salary to reflect the holiday which has been taken but not accrued.

The Council may insist on annual leave being taken at particular times depending on the needs of the business and these are set out in your contract of employment. We will give reasonable notice of any such requirement (the length of the notice given will be at least twice the duration of the leave the Council requires the employee to take).

The Council may require annual leave to be taken during the notice period of any employee who has resigned or been dismissed.

### 3.10 Reserve Forces

The Council supports employees who are also member of the reserve forces. Such employees have specific entitlements relating to time off including arrangements for them returning to work after a period of deployment. Employees who are members of the reserve forces or who are considering joining should discuss the implications with their line manager.

### 3.11 Carer's Leave

All employees are entitled to one week's unpaid leave in any 12-month period to provide or arrange care for a dependant with a long term care need. A "week" for these purposes will be equal in duration to the period you are normally expected to work in a week at the time of making the request. How that is calculated will depend on whether you have non-variable or variable hours of work.

A dependant is:

- your spouse, civil partner, child or parent;
- someone who lives in the same household as you, otherwise than by reason of being your boarder, employee, lodger or tenant, or;
- anybody else who reasonably relies on you to provide or arrange their care.

A dependant has a long-term care need if:

- they have an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months,
- they have a disability for the purposes of the Equality Act 2010, or
- they require care for a reason connected with their old age.

The minimum period of carer's leave that can be taken at one time is half a working day, with the maximum period being one continuous week. Leave need not be taken on continuous days.

You must give notice of your request to take a period of carer's leave. This can relate to all or part of the leave to which you are entitled. The notice must:

- Specify that you are entitled to take carer's leave;
- Specify the days on which you would like to take carer's leave and if you will take a full or a half day; and
- Be given with the following minimum notice periods depending on how many days of leave you want to take:
  - Half a day to 1 day - 3 days' notice;
  - 1.5 to 2 days - 4 days' notice;

- 2.5 to 3 days - 6 days' notice;
- 3.5 to 4 days - 8 days' notice;
- 4.5 to 5 days - 10 days' notice;
- or 6 days (if you work 6 days a week) - 12 days' notice.

The notice does not need to be in writing, but it would be helpful if it was in order to maintain an accurate record of what is being requested.

The Council may, in our absolute discretion, waive the notice length requirement above, and as long as the other requirements are met, the request will be treated as one for carer's leave.

If the Council reasonably considers that the operation of the business would be unduly disrupted if your request was granted, we may postpone the start of the carer's leave after consulting with you to agree an alternative date(s) which is/are no later than one month after the earliest day or half day of the request. In these circumstances, the Council will give written notice to you of the postponement, setting out the reason for the postponement and the agreed dates you can take the leave. This notice will be given no later than the earlier of: (a) seven days after your notice was given to the Council, or (b) before the earliest day or half day requested in your notice.

# 4

## FLEXIBLE WORKING AND FAMILY RELATED LEAVE

*The Council understands the particular issues faced by employees trying to balance their work and family life. This section sets out the Council's policies in this area and the specific rights given to new parents.*

### 4.1 Flexible Working

The Council will try, subject to the needs of the business, to accommodate requests from employees who wish to make changes to their working hours or place of work.

~~Requests for a change in working arrangements can be made by any employee with at least 26 weeks' continuous service with the Council at the time the request is made. Further, only one request per employee may be made in any 12 month period. Requests for a change in working arrangements can be made by any employee. Two requests per employee may be made in any 12 month period (which includes requests that have been withdrawn). However, you may have only one live request for flexible working with the Council at any one time.~~ The request should:

- ~~1.~~ be made in writing and state this is a flexible working request;
- ~~4.2.~~ be dated;
- ~~2.3.~~ set out the change requested, including when you would like the change to come into effect; and
- ~~3.4.~~ describe the impact that the change will have on the operation of the business and how any difficulties caused by the change may be addressed, set out if and when you have made a previous request for flexible working to the Council.

When a request is received, the employee will be invited to a meeting to discuss the potential change.

The meeting will normally be conducted by the employee's line manager.

The employee will be entitled to be accompanied by a fellow employee to assist in making any representations that may be appropriate.

The application may be refused on one or more of several grounds, these being that the proposed changes will result in:

- a burden of additional cost;
- a detrimental effect on ability to meet customer demand;
- an inability to re-organise work among existing staff;
- an inability to recruit additional staff;
- a detrimental effect on quality;
- a detrimental effect on performance;
- an insufficiency of work during the periods you propose to work;

- a planned structural change; and
- any other ground allowed by regulations.

~~In refusing any request the Council will explain the reasons for the refusal in writing and may make an offer of an alternative arrangement. Discussions may then take place to try to agree a way forward. If no agreement is reached then the employee's terms and conditions will remain unchanged, subject to the right of the employee to appeal the decision. Before refusing a request, the Council will consult with you to discuss the application further, which may include exploring any alternatives that may be available. If no agreement is reached and the request is rejected, this will be confirmed in writing and your terms and conditions will remain unchanged, subject to your right to appeal the decision. The process (including any appeal) will be concluded within 2 months of the request being made, unless a longer period is agreed.~~

Any meetings should take place in a spirit of cooperation with both sides seeking to reach agreement on an appropriate way forward.

Any change in working arrangements which results from this process will be confirmed to you in writing.

This policy will not prevent managers agreeing to ad hoc arrangements from time to time. However, any such arrangement will not amount to a variation in your terms and conditions of employment unless specifically agreed to the contrary and confirmed in writing. The Council may terminate any such ad hoc agreement at any time and require you to revert to your agreed working arrangements.

As there will inevitably be a limit to the amount of flexibility the Council can tolerate without detriment to its interests, employees must accept that the fact that a particular working arrangement has been granted to one employee does not oblige the Council to grant it to another.

## 4.2 Maternity Leave

All employees who give birth are entitled to take maternity leave which lasts for a maximum of 52 weeks. Employees with at least six months' service immediately before the 15th week prior to the expected week of childbirth will also be entitled to be paid Statutory Maternity pay (SMP) for up to 39 weeks of their absence. Because this is a statutory payment there are a number of procedural requirements that must be met in order to make sure that an employee qualifies. The most important requirements are set out below, but if you have any doubts about the rules that apply you should speak to a member of the management team who will make sure that you have all the appropriate information.

### Notification

To qualify for maternity leave you must provide the Council, no later than the end of the 15th week before your EWC (when you are approximately 6 months' pregnant) with the following information:

1. that you are pregnant;
2. the date of the week your baby is due (your expected week of childbirth or EWC);

3. when you intend your maternity leave to start (this date can be changed later – see below); and
4. you must also provide the Council with the original Maternity Certificate (MAT B1) issued by your doctor.

In some circumstances the Council may be able to accept other medical evidence of when your baby is due, so if there is any difficulty in providing the MATB1 certificate you should discuss this with your manager.

If you intend to take advantage of the right to shared parental leave, you should inform the Council of this fact at the same time as you notify the intended start date of your leave.

### **Start of Maternity Leave**

Generally it is up to you to decide when to start your maternity leave. However, your leave cannot begin any earlier than the beginning of the 11th week before your EWC.

Where it is safe to do so, you may choose to continue working right up to your child's birth. However, your maternity leave will begin automatically if you are off sick for a pregnancy-related reason at any stage in the four weeks immediately before your EWC.

If your baby is born before the date that you have notified as the start date for your maternity leave then your maternity leave will begin on the day following the birth.

You may change the date on which you intend to start your maternity leave, but you must notify the Council of your new start date at least 28 days before the original date given (or the new date, if that is sooner). If there is a reason why you cannot give this notice then you should explain the situation to an appropriate manager and the Council will attempt to accommodate your changed circumstances. However, the Council may need to insist on delaying the start of your leave until at least 28 days have passed since your notification of a changed date.

When your baby is born you should inform the Council of this fact as soon as is reasonable practicable.

### **Duration of Maternity Leave**

The standard length of maternity leave is 52 weeks. Once you indicate the intended start date of your leave, the Council will send you a written notification of your expected date of return.

Unless you give due notice to the Council of an earlier date of return, it will be assumed that you intend to take your full 52-week entitlement and you will not be expected back at work before your leave ends. You do not then have to give any notice of your return although it would be sensible to contact your manager some time in advance to discuss any arrangements that may need to be made.

At the end of your maternity leave you are generally entitled to return to the same job as you had before your leave began. If you are away for more than 26 weeks, however, there may be circumstances in which that is not reasonably practicable. In that case, the Council will provide you with a suitable and appropriate role at the same level of seniority and on no-less favourable terms and conditions.



### **Dismissal or Resignation**

While on maternity leave you remain employed by the Council and bound by your contract of employment. If you decide that you want to leave your employment you will need to submit your resignation in the normal way.

The Council will not dismiss you for any reason related to your pregnancy or your exercise of any right which arises from it. However, if separate circumstances require your dismissal (for instance, because of redundancy) then that will bring your maternity leave to an end.

If your position becomes redundant during your maternity leave then you will be offered any suitable alternative work that is available.

### **Maternity Pay**

Statutory Maternity Pay (SMP) is paid to employees who have at least 26 weeks' service immediately before the 15th week before the expected week of childbirth and whose pay is above the Lower Earnings Limit for paying National Insurance Contributions (this changes each year). Employees who earn below that amount may be entitled to a state benefit called Maternity Allowance. The Council will provide you with an appropriate form to help you claim this, where appropriate.

To pay SMP, the Council needs to be given at least 28 days' notice that you intend to claim it. This will normally be given when you inform the Council of your intended start date for maternity leave. If it is not possible to give 28 days' notice, you should give as much notice as is reasonably practicable.

SMP is paid for a maximum total of 39 weeks. The first 6 weeks are paid at 90 per cent of your normal weekly earnings (this is based on an average of your total earnings in the eight weeks immediately preceding the 14<sup>th</sup> week before your expected week of childbirth) and the remaining 33 weeks are paid at a flat rate specified in legislation (this changes each year).

Your entitlement to SMP will be affected if you undertake any paid work (other than 'Keeping in Touch' days, described below) or are taken into legal custody at any time during your period of SMP entitlement. You should inform the Council immediately of any such change in your circumstances.

### **Returning to Work Early**

Not every employee will want to take the full 52 weeks of maternity leave. Some may simply want to return to work early and others may wish (with their partner) to take advantage of the right to shared parental leave (see below).

In order to make arrangements to accommodate an early return the Council is entitled to ask for 8 weeks' notice of the new date, and if that is not given may delay your return until 8 weeks have passed since your notification.

In any event the law requires that you must not be permitted to return to work during the two weeks immediately following the birth.

### **Returning to Work Late**

Following your maternity leave, you are required to return to work on the date notified to you as your expected date of return. If you are unwell on that date then you should follow the sickness absence procedure set out in Section 3.4 of this handbook.

If you are entitled to begin some other period of leave (such as annual leave or parental leave) then you should ensure that you have followed the appropriate procedure for taking such leave as set out in this handbook.

### **Maternity Suspension (Health and Safety Reasons)**

Depending on the nature of your job, there may be circumstances in which it is unsafe for you to continue working while you are pregnant. In some circumstances the law requires a pregnant employee to be suspended on full pay or transferred to alternative duties. Jobs which may come under this category are identified in the risk assessments that the Council has carried out under its health and safety policy. If you are affected by any health and safety issues connected with your pregnancy then the Council will discuss any detailed arrangements that need to be made until it is safe for you to return to your original duties.

### **Maternity Support Leave**

Paid Maternity support leave of 5 days will also be granted to the child's father or the partner or the nominated carer of the expectant mother at or around the time of the birth. A nominated carer is the person nominated by the mother to assist in the care of the child and to provide support to the mother at or around the time of the birth.

## **4.3 Adoption Leave**

Employees who are matched with a child for adoption may be entitled to take up to 52 weeks' adoption leave.

Adoption leave is also available to individuals fostering a child under the "Fostering for Adoption" scheme.

Where two parents are adopting a child, only one of them may take adoption leave, and the other (regardless of gender) is entitled to take paternity leave. If both adoptive parents qualify, they may each take shared parental leave.

The arrangements for taking adoption leave are similar to the arrangements for taking maternity leave, but there are several important differences. The key ones are set out below, but if you believe you are entitled to adoption leave you should discuss the situation with an appropriate manager who will ensure that you have all the necessary information.

### **Notification**

If you intend to take adoption leave you should notify the Council of this within seven days of being notified that you have been matched with a child for adoption (or as soon as is reasonably practicable).

Your notification should set out:

- the date when the child is expected to be placed with you; and

- the date when you want to start your adoption leave.

As with maternity leave, you can change your mind about the start date provided the Council is given at least 28 days – or as much notice as is reasonably practicable.

The Council is entitled to require proof of the adoption which usually takes the form of a matching certificate provided by the agency placing the child.

Adoption leave is the same in duration as that of maternity leave and will last for 52 weeks unless you choose to return early or take advantage of shared parental leave. You may choose to start the leave from the date when the child is placed with you or at any time in the preceding two weeks.

If, for any reason, the placement is brought to an end – for example because the match turns out to be unsuitable – then adoption leave will continue for 8 weeks beyond the end of the placement. After that period you will be expected to return to work as normal.

#### **Adoption Pay**

The arrangements for statutory adoption pay are similar to those for SMP (set out above).

#### **Returning to Work Following Adoption Leave**

Your return to work at the end of your adoption leave is on the same basis as for the end of maternity leave (set out above).

## **4.4 Paternity Leave**

~~Employees with 26 weeks' continuous service as at the 15<sup>th</sup> week before the expected week of childbirth will be entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents. The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent. Employees with 26 weeks' continuous service, either ending with the 15th week before the expected week of childbirth or ending the week in which agency notifies you have been matched with a child, will be entitled to take paternity leave if they expect to have parental responsibility for a child and they are either the mother's partner or one of the adoptive parents.~~

~~The purpose of the leave must be either to care for the child or to provide support for the child's mother or adoptive parent. This policy relates to a child whose expected week of childbirth (EWC) is after 6 April 2024 or whose placement date, or expected date of entry into Great Britain for adoption, is on or after 6 April 2024. For a child whose EWC or placement date is before this, please speak to your manager in order to discuss your rights regarding paternity leave.~~

There are a number of administrative requirements that must be met in relation to taking paternity leave and employees should discuss their plans with their line manager at as early a stage as possible. The following paragraphs set out the basic requirements, but there are additional requirements that must be met when adopting a child from overseas and employees in this position should talk to their manager who will make sure that full information is provided.

Employees entitled to take paternity leave are entitled to take ~~either one or~~ two weeks of leave which can be taken as two consecutive weeks, or two non-consecutive blocks

~~of one week. If two weeks are taken they must be consecutive and no individual days can be taken except with the agreement of the Council.~~

Paternity leave cannot start before a child is born and must be taken at some stage within the first ~~year eight weeks~~ following birth (except when the child is born prematurely in which case the leave must be taken within the ~~eight~~<sup>52</sup> weeks following the expected week of childbirth).

Most new parents choose to begin paternity leave on the date their child is born, but you may if you wish begin the leave at any time you choose provided that the whole of the leave is taken by the end of ~~those eight weeks~~ that year.

~~In order to qualify for paternity leave you must notify the Council at least 15 weeks before the expected week of your child's birth or within 7 days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change, you will need to give the Council 28 days' notice of any revision. In order to qualify for paternity leave with regards to birth, you must notify the Council at least 15 weeks before the expected week of your child's birth, and give at least 28 days' notice before the date you would like to take each period of leave. For adoption cases, you must notify the Council within 7 days of having been notified that a child will be placed for adoption. Your notification should specify how much leave you intend to take and when you intend the leave to begin. Should your plans change, you will need to give the Council 28 days' notice of any revision.~~

Paternity leave is payable at the statutory rate, which is subject to change every year. You can check the most up-to-date figure with the town clerk.

#### 4.5 Parental Leave

Parental leave is a flexible form of unpaid leave designed to help employees spend time caring for their children. Parental leave can be taken up until the child's 18th birthday and is available to employees who have at least one year's service and who have formal parental responsibility for a child.

The basic entitlement is to 18 weeks of unpaid leave in respect of each child.

Parental leave must usually be taken in blocks of one week or more and no more than four weeks' leave will be granted in a single year. However, more flexibility is available in respect of disabled children and you should discuss your requirements with the town clerk if this applies to you.

A request to take parental leave should be submitted 21 days in advance. While the Council will always try to accommodate requests for parental leave, it has the right to postpone any leave for up to six months in order to accommodate business need.

No postponement will be required if you choose to take your first instalment of leave immediately after the birth or adoption of your child. In such circumstances you need only inform the Council of your intention 21 days before the expected date of birth or placement. The leave will then begin automatically when your child is born or placed with you.

Parental leave is an entitlement that can be transferred from one employment to another. You may therefore join the Council with some outstanding parental leave attaching to a particular child. In such circumstances you should be aware that the

qualifying period for taking parental leave still applies and you will need to have been employed for at least one year before you can resume taking parental leave.

#### **4.6 Shared Parental Leave**

Shared parental leave is a flexible form of leave available to both parents designed to encourage shared parenting in the first year of a child's life. It allows a more flexible pattern of leave than the traditional arrangement under which the mother takes extensive maternity leave and the father takes a short period of paternity leave.

Employees who give birth or adopt remain entitled to take the full 52 weeks of leave if they choose to do so and the arrangements described above for maternity and adoption leave continue to apply. However, an employee may choose to share part of that leave with their partner provided that certain qualifying conditions are met. When leave is shared in this way, there is no need for the 'primary' leave taker to have returned to work. Both parents can be on leave at the same time, provided that the combined amount of leave taken by the parents does not exceed 52 weeks and provided that all of the leave is taken before the end of 52 weeks following the birth of the child or its placement for adoption.

Generally, parents will qualify for shared parental leave provided that both are working and that each has at least 26 weeks' service with their respective employers. To exercise the right, both parents must inform their employer that they intend to take shared parental leave – usually at the same time as the employer is notified that an employee is pregnant or plans to adopt. They must also give an indication of the pattern of leave that they propose to take.

A parent proposing to take a period of shared parental leave must give the Council 8 weeks' notice of any such leave. Depending on the circumstances, it may be possible for the Shared Parental Leave to be taken in intermittent blocks, with one parent returning to work for a time before taking another period of shared parental leave. Such an arrangement can only be made with the agreement of the Council. While every effort will be made to accommodate the needs of individual employees, the Council may insist on shared parental leave being taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Council's discretion.

An employee absent on shared parental leave will be entitled to a weekly payment equivalent to the lower fixed rate of SMP. The number of weeks for which payment will be made will vary depending on the amount of SMP paid to the mother while on maternity leave. Essentially, if the mother ends (or proposes to end) her leave with 10 weeks of SMP entitlement remaining, the parent taking shared parental leave will be entitled to be paid for the first 10 weeks of leave.

Because of the number of options available, shared parental leave can be quite a complicated entitlement. If you want to take advantage of shared parental leave you should discuss this with the town clerk who will check that you qualify and help guide you through the procedure.

#### **4.7 Keeping in Touch Days**

Employees during a period of maternity, adoption or shared parental leave are entitled to 10 keeping in touch days (KIT days). These allow the employee to attend work to catch up on the latest developments, undergo training or some other development activity, or to take part in important meetings without losing their right to subsequent

pay entitlements. Employees on shared parental leave are entitled to a further 20 KIT days.

These 'keeping in touch days' are entirely voluntary and employees will not be required to take part, nor is the Council under any obligation to arrange for keeping in touch days.

Any payment for attending work on such days will be agreed between the Council and the employee at the time the keeping in touch day is arranged.

There is no legal requirement to receive pay for these days.

#### **4.8 During Maternity/Adoption or Shared Parental Leave**

The Council is keen to keep in touch with employees who are on extended periods of leave, to inform them of any news and consult them over any changes which may take place in the business. However, we appreciate that many employees would prefer to be left alone at this very important time in their lives. In order to get the balance right, your manager may, before your leave begins, discuss with you how best we can keep in touch while you are away.

Please be aware, however, that if an important issue arises on which you need to be consulted, the Council may have a legal obligation to discuss the issue with you and keep you informed.

#### **4.9 Homeworking and Hybrid Working Policy**

We support homeworking in appropriate circumstances, either occasionally (to respond to specific circumstances or particular tasks) or on a regular (full or part-time) basis. Homeworking can also be a means of accommodating a disability and can be requested as a means of flexible working under our Flexible Working Policy. If you are permitted to work from home, you must comply with this policy.

We recognise that there are a number of homeworking arrangements that you may request, and that these arrangements may be requested as part of a flexible working application, such as:

- a) working from home as your main place of work;
- b) working from home on a part-time basis on fixed days of the week; or
- c) splitting your working time between the workplace and your home subject to business factors and manager approval.

If you want to vary your working arrangements so that, either permanently or temporarily, you work from home for all or part of your working week, you will need to make a flexible working request in accordance with our Flexible Working Policy. Any request to work from home must meet the needs of our business as well as your needs.

A hybrid working arrangement is an informal flexible working arrangement which allows you to split your working time between the workplace and an agreed remote working location, such as your home. Hybrid working arrangements will differ depending on the nature of your role, duties and responsibilities and so are discretionary and subject to agreement in writing with your line manager.

[Any hybrid working arrangement is subject to you spending a minimum of [PROPORTION] of your work time working from your workplace. Your remaining working time may be worked from your workplace or your remote working location, as agreed in writing with your line manager.]

Any agreed hybrid working arrangement is subject to the requirement for you to attend the workplace on our reasonable request to accommodate the needs of our business, such as to attend training or meetings. All hybrid working arrangements are subject to ongoing review and may be modified for reasons including a change in business needs or performance concerns.

### **Conditions Necessary For Homeworking/Hybrid Working**

Not all roles and not all jobs are suitable for homeworking/hybrid working. You should not assume that a flexible working application to work from home will automatically give

you the right to amend your working hours or any other aspect of your working arrangements.

A request for homeworking or hybrid working is unlikely to be approved, on either an occasional or permanent basis, if:

- a) you need to be present in the workplace to perform your job (for example, because it involves a high degree of personal interaction with colleagues or third parties, or involves equipment that is only available in the workplace);
- b) your most recent appraisal identifies any aspect of your performance as unsatisfactory;
- c) your line manager has advised you that your current standard of work or work production is unsatisfactory;
- d) you have an unexpired warning, whether relating to conduct or performance; or
- e) you need training or supervision to deliver an acceptable quality or quantity of work.

If you wish to apply to work from home or are working under a hybrid working arrangement, you will need to be able to show that you can:

- a) have a suitable working environment at your home that enables you to carry out your role effectively;
- b) continue to work the hours required by your contract of employment;
- c) work independently, motivate yourself and use your own initiative;
- d) manage your workload effectively and complete work to set deadlines;
- e) identify and resolve any new pressures created by working at home;
- f) adapt to new working practices, including maintaining contact with your line manager and colleagues at work;

- g) make arrangements for the care of any children or other dependants when you are working from home; and
- h) determine any resulting tax implications for yourself.

### **Location**

If a homeworking arrangement is in place, you will be required to work from your home address. If you wish to work from a different location at any time, you will need to agree this with your line manager in advance and that request is subject to their written approval.

Under a hybrid working arrangement, your primary remote working location should be agreed with your line manager in advance and is subject to their written approval. Your primary remote working location must be within commuting distance of your workplace unless written approval has been provided by your line manager. You will be required to finance any travel and/or related expenses incurred when travelling to and from your remote working location and your workplace.

### **Management, Training And Workplace Attendance**

Your line manager will remain responsible for supervising and assessing you in the same way as staff based in the workplace and will agree the best way to appraise your performance and provide ongoing supervision in a remote way. Your line manager will regularly review your working arrangements and take steps to address any perceived problems. They will ensure that you are kept up to date with any changes to the workplace or information relevant to your work.

You will be subject to the same performance measures, processes and objectives that would apply if you worked permanently in the workplace.

If you receive an unsatisfactory grade in an appraisal or informal review, or are subject to a written warning for any reason, your homeworking/hybrid working arrangements may be terminated immediately, in which case you will be expected to return to work in the workplace.

You will be provided with the same opportunities for training, development and promotion as provided to staff based in the workplace. If your working arrangements will impact on your ability to apply for certain roles, your line manager will discuss this with you to ensure that you are not denied any opportunity unfairly.

You agree to attend the workplace or other reasonable location for meetings, training courses or other events which we expect you to attend.

You understand that when you do attend the workplace, you may have to hot desk or share a desk with someone else.

### **Health And Safety**

When working at home, you have the same health and safety duties as other staff. You must take reasonable care of your own health and safety and that of anyone else who might be affected by your actions and omissions. You must attend our usual health and safety courses, read the Health and Safety Policy, which is **[on the intranet OR available from your line manager]** and undertake to use equipment safely.



To identify any potential health and safety hazards in the home and take appropriate steps to minimise risk, we retain the right to carry out a health and safety risk assessment (either remotely or by arranging a home visit) before or shortly after you begin homeworking. We will contact you to arrange completion of the risk assessment. The need for these inspections will depend on the circumstances, including the nature of the work you undertake.

You must not have meetings in your home with customers or give customers your home address or telephone number.

You must ensure that your working patterns and levels of work when working at home are not detrimental to your health and wellbeing. If you have concerns about your health or wellbeing arising as a result of your workload or working pattern, you should inform your line manager without delay so that we can discuss measures to deal with this.

You must use your knowledge, experience and training to identify and report any health and safety concerns to your line manager.

#### **Equipment and Suitable Workspace**

We will provide the equipment that we consider you reasonably require to work from home. We will make all necessary arrangements for and bear the cost of installing, maintaining, repairing or replacing (where necessary), and removing equipment from your home. Where equipment is provided, it remains our property and you must:

- a) ensure it is only used by you and only for the purposes for which we have provided it;
- b) take reasonable care of it and use it only in accordance with any operating instructions and our policies and procedures;
- c) make it available for collection by us or on our behalf when requested to do so; and
- d) not use any personal device or computer for work.

When travelling between your remote working location and your workplace, you agree to keep equipment provided by us secure at all times.

On termination of your homeworking/hybrid working arrangement or on termination of your employment, you must return all equipment provided by us. Where necessary, we may need to arrange a home visit to reclaim equipment and will contact you to make the appropriate arrangements.

It is your responsibility to ensure that you have a suitable workspace at home with adequate lighting for working from home. We are not responsible for the associated costs of you working from home, including the costs of heating, lighting, electricity, broadband internet access, mobile or telephone line rental, or calls.

If you have a disability, you should inform us if you require any specialised equipment to work from home comfortably.

#### **Insurance Requirements**

We are responsible for taking out and maintaining a valid policy of insurance covering any equipment we provide against fire, theft, loss and damage throughout your employment.

We are not liable for any loss, injury or damage that may be caused by any equipment that is not provided by us but required by you to work from home.

You are responsible for ensuring that working from home will not invalidate the terms of your home insurance. You should ensure that you check your home insurance policy before commencing homeworking and inform your home and contents insurance provider of your working arrangements as required.

You should check the terms of your mortgage, lease or rental agreement before commencing working from home to ensure this does not breach any of the terms. It is your responsibility to inform your bank, mortgage provider or landlord that you are working from home and seek any necessary approval before commencing homeworking.

When you are working at or from home, you are covered by our insurance policy. Any accidents must be reported immediately to your line manager in accordance with our Health and Safety Policy.

#### **Data Security and Confidentiality**

Your line manager must be satisfied that you are taking all reasonable precautions to maintain confidentiality of material in accordance with our requirements.

You are responsible for ensuring the security of confidential information in your home and when travelling to and from your workplace. You must not use your personal computer equipment for storing any confidential information.

When working from home, you undertake to:

- a) change your password every [month OR [TIME PERIOD]] and comply with our instructions relating to password security;
- b) use our designated [VPN OR multi-factor authentication];
- c) [install current antivirus and malware protection on any personal device or computer used for work;]
- d) comply with our instructions relating to software security and to implement all updates to equipment as soon as you are requested to do so;
- e) [[encrypt] [and] [protect by password] any confidential information held on any personal device or computer;]
- f) [keep work data and personal data separate on any personal devices used for work purposes;]
- g) send work-related emails and messages through our designated communication facilities;
- h) share data only through our designated [secure messaging application OR online document-sharing system];

**Commented [AW1]:** If any of the below don't apply, they can be removed.

- i) make all work-related calls through our designated video-conferencing software;
- j) maintain a private space for confidential work calls;
- k) ensure that any display screen equipment is positioned so that only you can see it or a privacy screen is used;
- l) lock your computer terminal whenever it is left unattended;
- m) ensure no one else in your home has access to confidential information stored on [our equipment OR your personal computer or other devices];
- n) ensure any wireless network used is secure;
- o) change your wireless network passwords every [month OR [TIME PERIOD]] and ensure that your wireless network router has software security updates applied;
- p) keep all papers containing confidential information in filing cabinets that are locked when not in use, and ensure that no one else in your home has access to those papers; and
- q) shred or otherwise dispose securely of confidential information when it is no longer required and at all times comply with our instructions on document retention.

To comply with data protection obligations, you will only store or process Council data or personal data on equipment which has been provided by or authorised by us.

To comply with data protection legislation, we retain the right to conduct a data protection impact assessment (DPIA) to assess the risks involved with data processing in the home. Where this is necessary, we will contact you to arrange the DPIA.

If you discover or suspect that there has been a data breach or an incident involving the security of information relating to us, our clients, our customers, or anyone working with or for us, you must report it immediately to your line manager.

#### **Termination Of Homeworking or Hybrid Working Arrangement**

We reserve the right to terminate your homeworking or hybrid working arrangement, for example, due to a change in business needs, performance concerns or if your role changes such that homeworking or hybrid working is no longer suitable, subject to [NUMBER] weeks' notice.

# 5

## HOW WE RESOLVE ISSUES

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*When problems arise in the employment relationship it is important that they are dealt with fairly and promptly. This section sets out the procedures that the Council will follow in such cases.*

**Recording of meetings:** Due to the confidential nature of disciplinary and grievance proceedings you must not make electronic or audio recordings of any meetings or hearings conducted under the procedures set out in section 5. You should ensure that any companion you may bring with you to such meetings is also aware of this rule.

### 5.1 Performance Improvement Procedure

It is in everybody's interest for employees to perform well at their jobs and the Council aims to ensure that all employees are given the support needed to ensure that they do so. Where there are issues with performance then the employee should receive feedback from their manager setting out any concerns. Discussions should take place about how that performance can be improved. This procedure is designed to be used when such informal discussions do not lead to the employee's performance improving to an acceptable level.

Where an employee's poor performance is believed to be the result of deliberate neglect, or where serious errors have been made to the detriment of the Council then it may be more appropriate to use the disciplinary procedure. Which procedure to use shall be at the discretion of the Council.

The Council also reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Council.

#### **The Right to be Accompanied**

Employees are entitled to be accompanied at any formal meeting held under this procedure by a fellow employee or trade union official of their choice. The Council will provide any chosen companions with appropriate paid time off to allow them to attend the meeting. It is, however, up to the employee in question to arrange for a companion to attend the meeting.

If your chosen companion cannot attend on the day scheduled for the meeting then the Council will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The Companion's role is to advise you during the meeting and make representations on your behalf. However, both you and your companion are required to cooperate in ensuring a fair and efficient meeting. The companion is not entitled to answer questions on your behalf.

#### **Stage One**

The employee's manager will inform them of the nature of the problem and confirm this in writing. The employee will be invited to a formal performance management

hearing to discuss the issues raised by the manager's concerns. The invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard. The hearing will be conducted by the employee's line manager and will consider any representations the employee may make about their performance, whether it needs to be improved, and if so what steps can be taken to help the employee reach the appropriate level.

Following discussion of the problem, the line manager may choose to take no further action; to refer the matter for investigation under the disciplinary procedure (if it appears the issues are linked to conduct rather than performance) or to issue a written warning and Performance Improvement Plan which will remain current for a period of 12 months.

### **Performance Improvement Plan**

A Performance Improvement Plan (PIP) is a series of measures designed to help improve the employee's performance. Each measure will ideally be agreed with the employee, though the Council reserves the right to insist on any aspect of the PIP in the absence of such agreement.

Each PIP will be tailored to the particular situation, but will contain the following elements:

**Timescale:** the overall timescale in which the necessary improvement must be achieved will be set out, together with the timescale for reaching individual milestones where appropriate.

**Targets:** The PIP will specify the particular areas in which improvement is needed and set out how and on what criteria the employee's performance will be assessed. Where appropriate, specific targets will be set which will need to be achieved either by the end of the plan or at identifiable stages within it.

**Measures:** The PIP will specify what measures will be taken by the Council to support the employee in improving their performance. Such measures may include training, additional supervision, the reallocation of other duties, or the provision of additional support from colleagues.

**Feedback:** As part of the PIP the employee will be given regular feedback from their line manager indicating the extent to which the employee is on track to deliver the improvements set out in the plan

If at any stage the Council feels that the PIP is not progressing in a satisfactory way, a further meeting may be held with the employee to discuss the issue. As a result of such a meeting the employer may amend or extend any part of the plan.

### **Review**

At the end of the PIP the employee's performance will be reviewed. If satisfactory progress has been made the employee will be notified of this fact in writing. If the manager feels that progress has been insufficient then they may decide to extend and/or amend the PIP to such extent as seems appropriate. Alternatively the manager may refer the matter to a meeting under Stage Two of this procedure.

Following the successful completion of a PIP the employee's performance will continue to be monitored. If at any stage during the lifetime of the first written warning the

employee's performance again starts to fall short of an acceptable standard, their line manager may decide to institute stage two of this procedure.

### **Stage Two**

If a PIP has not led to sufficient improvement in the employee's performance, the employee will be invited to attend a formal performance management hearing. The invitation will set out the respects in which the line manager believes that the employee's performance still falls short of an acceptable standard.

The hearing will be conducted by a member of the senior management team.

At the hearing, the employee will be given an opportunity to respond to any criticism of their performance and to make representations about any aspect of the way in which the process has been managed.

If the hearing concludes that reasonable steps have been taken which should have allowed the employee to perform to an acceptable standard but that these measures have not worked then a **formal final warning** may be issued. The warning will explain the nature of the improvement which is required in the employee's performance and state that the improvement must be immediate and sustained. It will also explain that if this improvement does not take place then the employee may be dismissed. Where it is appropriate, the warning may be accompanied by an extended or revised PIP.

The warning will remain current for a period of 12 months, after which time it will cease to have effect.

### **Stage Three**

If an employee has been issued with a warning under Stage Two which remains current, and the appropriate manager believes that the employee's performance is still not acceptable then the matter may be referred to a further performance management hearing.

The employee will be informed in writing of the grounds of which the hearing is being convened and in particular will be told of the respects in which their performance continues to fall below an acceptable standard.

The hearing will be conducted by an appropriate manager.

At the meeting the employee will be able to respond to any criticisms made of their performance and make representations about how the situation should be treated.

The manager conducting the meeting may take such action as is judged appropriate up to and including a decision to dismiss the employee.

Any dismissal under this procedure will be with notice or payment in lieu of notice and the decision to dismiss together with the reasons for dismissal will be set out in writing and sent to the employee.

### **Appeals**

An employee may appeal against any decision taken under this procedure. The appeal should be submitted in writing stating your full grounds of appeal within one week of the action complained of. An appeal hearing will then be convened to consider the

matter. Any PIP that is in force, together with any measures or objectives included within it, will continue in place during the appeal process.

The outcome of the appeal will be confirmed to the employee in writing explaining the grounds of which the decision was reached. The outcome of the appeal will be final.

### **Redeployment**

There may be circumstances in which it becomes clear that an employee would be better suited to a different role within the Council. However, any offer to redeploy the employee will be entirely at the Council's discretion and will only be made when the Council is confident that the employee will be able to perform well in the redeployed role and where there is a suitable available vacancy.

Redeployment may be offered as an alternative to dismissal where the Council is satisfied that the employee should no longer be allowed to continue to work in their current role. While the employee is free to refuse any offer of redeployment, the only alternative available in these circumstances will usually be dismissal.

## **5.2 Sickness Absence Procedure**

The Council may need to dismiss an employee whose attendance does not meet an acceptable standard either because of a long-term absence or because of a series of short-term absences. Such dismissals do not depend on any wrongdoing on the employee's part and do not mean that the Council does not accept that their absences are genuinely due to illness or injury. Rather, dismissal is recognition that unfortunately the employee is no longer able to perform their role, or attend work on a sufficiently regular basis to make their continued employment a viable option.

### **Short-term Absence**

An employee who is absent on more than five occasions or more than 10 days within a 12 month period will be invited to a meeting to discuss their attendance.

The meeting will usually be conducted by the employee's line manager and the employee will have a right to be accompanied by a fellow employee or a trade union official on the same basis as set out in the performance management procedure.

At the meeting the employee will be asked to explain the level of their absence. Where there is any indication that the absences are caused by an underlying medical condition then the matter may be dealt with under the procedure for long-term absence set out below. The Council may also seek medical evidence from either the employee's doctor or an occupational health specialist in which case the meeting will be adjourned for a report to be obtained

Subject to any medical evidence, the manager conducting this first-stage meeting may decide to issue a warning to the employee setting out the Council's expectations regarding attendance and indicating the level of improvement needed. A review period will normally be set which may range from one month to 12 months depending on the circumstances.

If the employee's attendance does not improve to the extent required they may at any stage in the review period be invited to attend a second-stage meeting to discuss the matter. The meeting will again be conducted by the line manager and the employee will be entitled to be accompanied by a fellow employee or trade union official. This meeting may result in an extension of the review period or the issuing of a final written

warning requiring the employee's attendance to improve and setting out the level of improvement required over a specified period of up to one year.

If the employee does not meet this standard and there is no underlying condition where reasonable adjustments would assist the employee to attend then they may be dismissed. A final meeting will be convened which shall be conducted by a manager with appropriate authority to dismiss and will consider any representations made by or on behalf of the employee who will once again have the right to be accompanied by a fellow employee or trade union official.

Any dismissal arising out of this meeting will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated.

### **Long-term Sickness Absence**

Where an employee is absent for an extended period – or it is clear that their absence is likely to continue for some time – then the Council will want to investigate the prospects for their return and consider what actions can be taken to facilitate this. The extent to which the Council can continue to accommodate an employee's absence will depend on a range of factors, including the role of the employee and the prevailing circumstances of the business.

The Council may seek medical advice as to the employee's condition either from the appropriate professionals caring for the employee or from a specialist occupational health practitioner. The focus will be on ascertaining when the employee will be able to return to work and what steps the Council can take to facilitate this.

An employee is not obliged to consent to any medical reports or records being shared with the Council as part of this process. However, in the absence of medical evidence the Council will have to work on the basis of what information is available in reaching its decision.

One or more meetings will be arranged with the employee to discuss their condition, the prospects for any return to work, and whether anything more can be done by the Council to help. The employee will be entitled to be accompanied at the meeting by a fellow employee or trade union official.

Every effort will be made to make suitable arrangements for the meeting to allow the employee to attend. Where the employee is simply too ill to take part in the process, however, the Council may proceed to dismissal in the absence of a meeting taking into account any representations made on the employee's behalf.

Where it appears that the employee will be unable to return to work within a reasonable time frame then the Council may need to consider dismissal. Any dismissal will be with notice.

There is a right of appeal against a decision to dismiss which must be exercised within five working days of the decision being communicated. You should submit your appeal in writing stating your full grounds of appeal.

The Council reserves the right not to follow these procedures in full for employees who are within their first two years of employment with the Council.



### 5.3 Disciplinary Procedure

The Council always tries to deal with disciplinary issues fairly and promptly. This procedure sets out the framework under which allegations of misconduct will be investigated and considered. While the procedure set out in this policy will be appropriate in most cases, there may be situations in which it is not practicable to comply with a particular requirement of it. When this happens the Council will do its best to deal with the matter fairly and will pay particular attention to the need to give the employee every opportunity to explain their version of events.

The Council reserves the right not to follow this procedure in full for employees who are within their first two years of employment with the Council.

#### Definition of Misconduct

Behaviour which is disruptive, disrespectful to colleagues, or which falls short of the requirements set out in this handbook will be treated as misconduct under the disciplinary procedure. While employees will not usually be dismissed for a first offence a failure to remedy the behaviour or to adhere to required standards may ultimately lead to dismissal once appropriate warnings have been given.

#### Definition of Gross Misconduct

Gross misconduct is behaviour which is fundamentally at odds with the employee's duty to the Council and their colleagues. In accordance with the disciplinary procedure, gross misconduct will usually result in dismissal without notice, or payment in lieu of notice, even in cases of a first offence.

It is not possible to list every example of gross misconduct which may arise, but the following provides an illustration of the sort of conduct that will fall into this category – some of which are then explained in more detail below:

- Theft;
- Fraud, forgery or other dishonesty, including fabrication of expense claims and time sheets;
- Deliberate acts of discrimination, harassment or victimisation;
- Refusal to carry out reasonable instructions;
- Violent or intimidating behaviour;
- Wilful damage to property;
- Causing loss, damage or injury through serious negligence;
- Serious misuse of our property or name;
- Serious insubordination;
- Reckless behaviour posing a risk to health and safety;
- Any act or omission constituting serious or gross negligence/or dereliction of duty;

- Sleeping on duty;
- Bringing the organisation into serious disrepute;
- Unauthorised use or disclosure of confidential information or failure to ensure that confidential information in your possession is kept secure;
- Recording audio and/or video of any meeting, conversation or discussion with another person or people without the express prior consent of the person or people being recorded;
- Making untrue allegations in bad faith against a colleague;
- Making a disclosure of false or misleading information under our Whistleblowing Policy maliciously, for personal gain, or otherwise in bad faith;
- Repeatedly working from home contrary to the terms of your employment contract and without the prior written approval of management;
- Failing to work your contractual hours while working from home or as part of a hybrid working arrangement, or giving false or misleading information relating to your hours of work and activities while working from home;
- Any illegal act during working time or on Council premises; and
- Any act described as gross misconduct elsewhere in this handbook.

#### **Informal Action**

Most minor acts of misconduct can be dealt with informally through discussions between an employee and their line manager. This may consist of management guidance or an informal warning given orally or in writing. These steps are an everyday part of the management process and no formal procedure needs to be followed in respect of them.

Where informal action of this kind fails to resolve an issue, or where the misconduct alleged is considered too serious, then the matter will be dealt with formally under this procedure.

#### **Investigation**

If it is alleged that you have committed misconduct, an appropriate investigation will be carried out aimed at gathering all of the relevant evidence. You may be interviewed as part of this investigation and will have the opportunity to point the investigator towards any evidence that you feel is relevant. The right to be accompanied (see below) does not apply to any investigatory interview.

#### **Suspension**

If an allegation of misconduct is made against you, then you may be suspended from your duties on full pay while the matter is being dealt with. The Council will make every effort to ensure that any period of suspension is kept as short as possible. The purpose of a suspension is either to allow an unhindered investigation to take place, or to protect the interests of the Council and its employees. During any period of suspension you may be instructed not to contact other members of staff except for the purposes of preparing for any disciplinary hearing, where specific arrangements will be made

with you. This is not a disciplinary sanction and should not be seen as a predetermination of any disciplinary process.

### **Hearing**

Once the investigation has been carried out, the investigating officer will make a decision about whether there is sufficient evidence to warrant a disciplinary hearing. If there is you will be informed of this and an appropriate date for the hearing will be arranged. This will take place within normal working hours wherever possible.

To ensure that you have adequate time to prepare for the hearing, the Council will provide you in advance with a copy of all of the written evidence that will be considered at the hearing. In exceptional cases the Council may need to withhold the identities of certain witnesses or hold back sensitive items of evidence. This will only be done where it is considered necessary to protect individuals or the essential interests of the Council and every effort will be made to ensure that you are given as much information as possible so that a fair hearing can be conducted.

You will be given sufficient notice of any hearing to allow you to prepare for it. While this will vary from case to case, the Council will generally try to give at least two days' notice of any hearing and in complicated cases a longer period of notice may be given.

The purpose of the hearing will be to consider the evidence gathered during the investigation and to consider any representations made by you or on your behalf. The hearing will be conducted by an appropriate manager who, wherever possible, has not previously been involved in the case and who was not responsible for carrying out the investigation.

### **The Right to be Accompanied**

Employees are entitled to be accompanied at any disciplinary hearing by a fellow employee or trade union official of their choice. The Council will provide any chosen companion with appropriate paid time off to allow them to attend the hearing. It is, however, up to the employee in question to arrange for a companion to attend the hearing.

If your chosen companion cannot attend on the day scheduled for the hearing then the Council will agree a new date. This will usually be within 5 working days of the date originally scheduled. If your companion is not available within that timescale then you may need to find someone else to take their place.

The companion's role is to advise you during the hearing and make representations on your behalf; it is not to answer questions for you. However, both you and your companion are required to cooperate in ensuring a fair and efficient hearing. The companion cannot answer questions on your behalf.

### **Evidence**

The hearing will consider any evidence you choose to present. Should witnesses be prepared to appear on your behalf they will be permitted to do so provided that their evidence is relevant to the issues that need to be decided. The Council will not compel or require any employee to appear as a witness on your behalf and in most circumstances evidence arising from the investigation will be presented in written form.

You will be entitled to challenge any of the evidence presented but will not be entitled to cross-examine witnesses.

### **Disciplinary Action**

After considering all of the evidence, including any submissions made by you or on your behalf, the manager conducting the hearing will decide on the outcome. If misconduct is found to have taken place then the usual outcome will be a **written warning** which will be placed on your personnel file.

A warning will stay active for a period of 6 months, after which it will not be taken into account in any future disciplinary action.

If however a further instance of misconduct is found to have occurred (in accordance with this procedure) during the currency of a warning – or if any misconduct is considered to be serious enough to warrant it – then, subject to the formal process above being followed, you will be issued with a **final written warning**.

A **final written warning** will usually remain active for one year, but a longer period may be specified if the manager conducting the hearing feels that the circumstances warrant it.

An employee who is found to have committed further misconduct during a period covered by a final written warning will, following a hearing conducted in accordance with this procedure, generally be dismissed.

### **Dismissal**

An employee will not normally be dismissed under this procedure for a single instance of misconduct unless a final written warning is already in place. However, where gross misconduct is found to have occurred then dismissal without notice or payment in lieu will be the usual outcome.

Gross misconduct is misconduct that is so serious that it fundamentally undermines the relationship between employer and employee. If you are accused of gross misconduct this will be made clear when you are invited to a disciplinary hearing. A wide range of behaviours can amount to gross misconduct but the most common involve dishonesty, violent or aggressive behaviour, the wilful destruction of Council property or a deliberate refusal to obey a reasonable instruction.

### **Appeal**

An employee may appeal against the outcome of a disciplinary hearing by doing so in writing stating your full grounds of appeal within one week of being notified of the outcome. The person to whom an appeal should be directed will be detailed in the disciplinary outcome letter. An appeal hearing will be convened and conducted by an appropriate member of the senior management team.

The appeal will consider any grounds the employee chooses to put forward and they will have the same right to be accompanied as at a disciplinary hearing. The result of the appeal hearing will be final.

### **Employee Absence**

It is important that disciplinary issues are dealt with promptly. The Council may therefore need to proceed with a disciplinary hearing even if the employee is absent

due to ill health or simply does not attend. Before hearing the matter in an employee's absence, the Council will attempt to arrange the hearing in such a way that the employee will be able to attend or to submit written representations to the hearing and/or to arrange for an appropriate representative to attend the hearing on their behalf.

## 5.4 Grievance Procedure

The Council aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your manager or in the case of the Clerk this should be addressed to the Personnel Committee on an informal basis. If that is not possible then you should speak to another manager who will try to assist you in resolving any issue you may have. The following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

Any written complaint or grievance raised which alleges that a member or co-opted member of the authority has failed to comply with the authority's Code of Conduct will be dealt with under the Code of Conduct Procedure.

Examples of issues that could be dealt with under the grievance procedure include:

- (a) terms and conditions of employment;
- (b) health and safety;
- (c) work relations;
- (d) bullying and harassment;
- (e) new working practices;
- (f) working environment;
- (g) organisational change; and
- (h) discrimination.

The Grievance Procedure should not be used to complain about issues which do not directly relate to, or impact on, you and your work/ working environment.

The Grievance Procedure should not be used to complain about disciplinary action, reasonable action taken under the Performance Management Procedure or Sickness Absence Procedure. Any such complaints should be dealt with under the relevant appeal procedure.

### Raising a Grievance

If you feel that the matter needs to be raised formally you should raise a grievance by making a written complaint, stating that it is being made under this procedure. You should give as much information about your grievance, including any relevant dates and times, as you can, so as to allow for any investigation into your concerns to take place.

We would expect you to raise any grievance as soon as possible and, in any event, unless in exceptional circumstances, no later than 6 months after the occurrence of the issue complained of.

A grievance will normally be dealt with by your manager and should be addressed to them directly. In the case of the Clerk this should be addressed to the Personnel Committee on a formal basis. Where the grievance is directly concerned with your manager's behaviour, however, you should submit your grievance to another member of the management team who will arrange for somebody who is not directly involved in the issue to deal with it.

### **Grievance Hearing**

A grievance hearing will then be arranged so that you can explain the issue and suggest how it can be resolved. You will have the right to be accompanied by a fellow employee or trade union official as described in Section 5.1, above. The manager conducting the hearing will consider what you have said and may either deal with the matter immediately or decide to carry out further investigations. In that case the hearing will be adjourned until the investigation has been completed.

Once the investigations are concluded, if new information comes to light, if it is considered appropriate, you may be invited in to a reconvened meeting, to have the opportunity to consider and respond to the findings of the investigation. Following this a decision on the outcome of your grievance will be made.

### **Allegations of Misconduct**

Where an employee is making allegations of misconduct on the part of other employees then the Council may need to carry out an investigation into the allegations and pursue the matter through the disciplinary procedure. Where this happens, the grievance will be held over until the disciplinary process has been concluded.

### **Relationship with Other Procedures**

Where your grievance relates to the conduct of other procedures such as the disciplinary or performance management procedures then the Council may choose to either delay the consideration of the grievance until that procedure has been completed or to deal with the grievance in the course of that procedure or by way of appeal if that appears to be a fairer or more straightforward way of dealing with the issue.

### **Appeals**

If you are dissatisfied with the outcome of a grievance then you may appeal. You should submit your appeal in writing stating your full grounds for appeal within one week of being informed of the outcome of your grievance. Your appeal should be directed to the Chair of the Council.

An appeal hearing will then be convened and conducted by a Panel drawn from the Full Council. You will have the right to be accompanied at the appeal by a fellow employee or trade union official. The outcome of any appeal will be final.

The Council aims to be responsive to concerns raised by employees and if you are unhappy with something affecting you at work you are encouraged to raise this with your line manager. If that is not possible then you should speak to a member of the management team who will try to assist you in resolving any issue you may have. The

following procedure is designed to be used when these informal attempts to resolve any dispute have not been successful.

## 5.5 Redundancy Policy

### About this policy

We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. The pattern or volume of our business or methods of working may change and requirements for employees may reduce.

The purpose of this policy is to ensure that, whenever reduction in employee numbers may become necessary:

- (a) we communicate clearly with all affected employees and ensure that they are treated fairly;
- (b) we try to find ways of avoiding compulsory redundancies;
- (c) we consult with employees (and where appropriate with recognised trade unions and / or employee representatives); and
- (d) any selection for compulsory redundancy is undertaken fairly, reasonably and without discrimination.

This policy applies to all employees. It does not apply to agency workers, consultants or self-employed contractors.

### Avoiding compulsory redundancies

Where we are proposing to make redundancies we will enter into consultation with all affected employees on an individual basis and, where appropriate, also with recognised trade unions and / or employee representatives.

In the first instance we will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

- (a) Reviewing the use of agency staff, self-employed contractors and consultants.
- (b) Restricting recruitment in affected categories of employee and in those areas into which affected employees might be redeployed.
- (c) Reducing overtime in affected departments to that needed to meet contractual commitments or provide essential services.
- (d) Freezing salaries for a specified period.
- (e) Considering the introduction of short-time working, job-sharing or other flexible working arrangements, where these are practicable.
- (f) Identifying suitable alternative work with the Council that might be offered to potentially redundant employees.
- (g) Inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of our discretion.

and we reserve the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of our business to do so.

Any measures adopted must not adversely affect our operations.

### **Making compulsory redundancies**

When it is not possible to avoid making compulsory redundancies, we will advise all affected employees and, where appropriate, recognised trade unions and / or employee representatives that compulsory redundancies cannot be avoided and on the procedure that will then be followed and the criteria that will be applied.

In carrying out any redundancy exercise we will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

The criteria used to select those employees who will potentially be made redundant will be objective, transparent and fair and based on the skills required to meet our existing and anticipated business needs.

We will then consult individually with those employees who have been provisionally selected for redundancy.

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contracts and written confirmation of the payments that they will receive. Employees will be given the opportunity to appeal against this decision.

We will continue to look for alternative employment for redundant employees until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate.



# 6

## **EQUAL OPPORTUNITIES & BULLYING AND HARASSMENT POLICY**

### **6.1 Equal Opportunities Statement**

We are equal opportunity employer and are fully committed to a policy of treating all of our employees and job applicants equally in all aspects of employment including: recruitment and selection, promotion, transfer, opportunities for training, pay and benefits, other terms of employment, discipline, selection for redundancy and dismissal.

We will take all reasonable steps to employ, train and promote employees on the basis of their experience, abilities and qualifications, without regard to race, religion or belief, sex, sexual orientation, pregnancy or maternity, gender reassignment, age, marriage and civil partnership or disability. In this Policy these are known as the "Protected Characteristics".

We will appoint, train, develop and promote on the basis of merit and ability alone. We will also take all reasonable steps to provide a work environment in which all employees are treated with respect and dignity and that is free of harassment based upon any of the Protected Characteristics. We will not condone any form of harassment, whether engaged in by employees or by outside third parties who do business with us, such as clients, customers, contractors and suppliers.

Employees have a duty to co-operate with us to ensure that this policy is effective in ensuring equal opportunities and in preventing discrimination, harassment or bullying. Action will be taken under our Disciplinary Procedure against any employee who is found to have committed an act of improper or unlawful discrimination, harassment, bullying or intimidation. Serious breaches of this policy will be treated as potential gross misconduct and could render the employee liable to summary dismissal.

Employees must not harass, bully or intimidate other employees for reasons related to one or more of the Protected Characteristics. Such behaviour will be treated as potential gross misconduct under our Disciplinary Procedure. Employees who commit serious acts of harassment may also be guilty of a criminal offence.

You should draw to the attention of your line manager any suspected discriminatory acts or practices or suspected cases of harassment. You must not victimise or retaliate against an employee who has made allegations or complaints of discrimination or harassment or who has provided information about such discrimination or harassment. Such behaviour will be treated as potential gross misconduct. Employees should support colleagues who suffer such treatment and are making a complaint.

#### **Discrimination**

You must not unlawfully discriminate against or harass other people, including current and former employees, job applicants, clients, customers, suppliers and visitors. This applies in the workplace, outside the workplace (when dealing with customers, suppliers or other work-related contacts or when wearing a work uniform), and on work-related trips or events including social events.

The following forms of discrimination are prohibited under this policy and are unlawful:

- Direct discrimination – when someone is treated less favourably than another person because of a Protected Characteristic.
- Associative discrimination or discrimination by association – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.
- Discrimination by perception – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.
- Indirect discrimination - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.
- Harassment – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.
- Victimisation – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.
- Disability discrimination: this includes direct and indirect discrimination, any unjustified unfavourable treatment because of something arising in consequence of a disability, and failure to make reasonable adjustments to alleviate disadvantages caused by a disability.

## **Our Commitment**

### **Recruitment**

The recruitment process will be conducted in such a way as to result in the selection of the most suitable person for the job in terms of relevant abilities and qualifications. We are committed to applying our equal opportunities policy statement at all stages of recruitment and selection.

Recruitment publicity will aim to positively encourage applications from all suitably qualified people when advertising job vacancies, in order to attract applications from all sections of the community.

Where vacancies may be filled by promotion or transfer, they will be published to all eligible employees in such a way that they do not restrict applications from employees with a particular Protected Characteristics. However, where having regard to the nature and context of the work, having a particular Protected Characteristics is an occupational requirement and that occupational requirement is a proportionate means of achieving a legitimate aim, we will apply that requirement to the job role and this may therefore be specified in the advertisement.

The selection process will be carried out consistently for all jobs at all levels. We will ensure that this equal opportunities policy is available to all staff, and in particular is given to all staff with responsibility for recruitment, selection and promotion.

The selection of new staff will be based on job requirements and the individual's suitability and ability to do, or to train for, the job in question. Person specification and job descriptions will be limited to those requirements that are necessary for the

effective performance of the job. Candidates for employment, promotion or transfer will be assessed objectively against the requirements of the job.

With disabled job applicants, we will have regard to our duty to make reasonable adjustments to work provisions, criteria and practices or to physical features of work premises or to provide auxiliary aids or services in order to ensure that the disabled person is not placed at a substantial disadvantage in comparison with persons who are not disabled.

All applications will be processed consistently. The staff responsible for short listing, interviewing and selecting candidates will be clearly informed of the selection criteria and of the need for their consistent application. All questions that are put to the applicants will relate to the requirements of the job.

### **Training, transfer and promotion**

We will take such measures as may be necessary to ensure the proper training, supervision and instruction for all line managers in order to familiarise them with our policy on equal opportunities, and in order to help them identify discriminatory acts or practices and to ensure that they promote equal opportunity within the departments for which they are responsible. The training will also enable line managers to deal more effectively with complaints of bullying and harassment.

We will also provide training to all employees to help them understand their rights and responsibilities under the equal opportunities and anti-harassment policies and what they can do to create a work environment that is free of bullying and harassment.

All persons responsible for selecting new employees, employees for training or employees for transfer or promotion to other jobs will be instructed not to discriminate because of one or more of the Protected Characteristics. Where a promotional system is in operation, the assessment criteria will be examined to ensure that they are not discriminatory. The promotional system will be checked from time to time in order to assess how it is working in practice.

When a group of workers who predominantly have a particular Protected Characteristic appear to be excluded from access to promotion, transfer and training and to other benefits, our systems and procedures will be reviewed to ensure there is no unlawful discrimination.

### **Terms of employment, benefits, facilities and services**

All terms of employment, benefits, facilities and service will be reviewed from time to time, in order to ensure that there is no unlawful discrimination on the grounds of one or more of the Protected Characteristics.

### **Equal pay and equality of terms**

We are committed to equal pay in employment. We believe our male and female employees should receive equal pay for like work, work rated as equivalent or work of equal value. In order to achieve this, we will endeavour to maintain a pay system that is transparent, free from bias and based on objective criteria.

### **Disabilities**

If you are disabled or become disabled, we encourage you to tell us about your condition so that we can support you as appropriate.

If you experience difficulties at work because of your disability, you may wish to contact your line manager to discuss any reasonable adjustments that would help overcome or minimise the difficulty. Your line manager may wish to consult with you and your medical adviser about possible adjustments. We will consider the matter carefully and try to accommodate your needs within reason. If we consider a particular adjustment would not be reasonable we will explain our reasons and try to find an alternative solution where possible.

We will monitor the physical features of our premises to consider whether they might place anyone with a disability at a substantial disadvantage. Where necessary, we will take reasonable steps to improve access.

## 6.2 Bullying and Harassment

We are committed to providing a working environment free from harassment and bullying and ensuring all staff are treated, and treat others, with dignity and respect. This includes harassment or bullying which occurs at work and out of the workplace, such as on business trips or at work-related events or social functions.

Harassment is any unwanted physical, verbal or non-verbal conduct that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. A single incident can amount to harassment. It also includes treating someone less favourably because they have submitted or refused to submit to such behaviour in the past.

Unlawful harassment may involve conduct of a sexual nature (sexual harassment), or it may be related to a Protected Characteristic. Harassment is unacceptable even if it does not fall within any of these categories.

Harassment may include (this is a non-exhaustive list), for example:

- (a) unwanted physical conduct or "horseplay", including touching, pinching, pushing and grabbing;
- (b) unwelcome sexual advances or suggestive behaviour (which the harasser may perceive as harmless);
- (c) offensive e-mails, text messages or social media content;
- (d) mocking, mimicking or belittling a person's disability.

A person may be harassed even if they were not the intended "target". For example, a person may be harassed by racist jokes about a different ethnic group if the jokes create an offensive environment.

Bullying is offensive, intimidating, malicious or insulting behaviour involving the misuse of power that can make a person feel vulnerable, upset, humiliated, undermined or threatened. Power does not always mean being in a position of authority, but can include both personal strength and the power to coerce through fear or intimidation.

Bullying can take the form of physical, verbal and non-verbal conduct. Bullying may include (this is a non-exhaustive list), by way of example:

- (a) physical or psychological threats;
- (b) overbearing and intimidating levels of supervision;

(c) inappropriate derogatory remarks about someone's performance;

Legitimate, reasonable and constructive criticism of a worker's performance or behaviour, or reasonable instructions given to workers in the course of their employment, will not amount to bullying on their own.

#### **If you are being harassed or bullied**

If you are being harassed or bullied, consider whether you feel able to raise the problem informally with the person responsible. You should explain clearly to them that their behaviour is not welcome or makes you uncomfortable. If this is too difficult or embarrassing, you should speak to your line manager who can provide confidential advice and assistance in resolving the issue formally or informally. If informal steps are not appropriate, or have not been successful, you should raise the matter formally under our Grievance Procedure.

We will investigate complaints in a timely and confidential manner. The investigation will be conducted by someone with appropriate experience and no prior involvement in the complaint, where possible. Details of the investigation and the names of the person making the complaint and the person accused must only be disclosed on a "need to know" basis. We will consider whether any steps are necessary to manage any ongoing relationship between you and the person accused during the investigation.

Once the investigation is complete, we will inform you of our decision. If we consider you have been harassed or bullied by an employee the matter will be dealt with under the Disciplinary Procedure as a case of possible misconduct or gross misconduct. If the harasser or bully is a third party such as a customer or other visitor, we will consider what action would be appropriate to deal with the problem. Whether or not your complaint is upheld, we will consider how best to manage any ongoing working relationship between you and the person concerned.

Staff who make complaints or who participate in good faith in any investigation must not suffer any form of retaliation or victimisation as a result. Anyone found to have retaliated against or victimised someone in this way will be subject to disciplinary action under our Disciplinary Procedure.

Information about a complaint by or about an employee may be placed on the employee's personnel file, along with a record of the outcome and of any notes or other documents compiled during the process. These will be processed in accordance with our Data Protection Policy.

### **6.3 Menopause Policy**

We are committed to supporting staff affected by the menopause. We recognise that many members of staff will experience the menopause and that, for some, menopause will have an adverse impact on their working lives.

All women will experience menopause at some point during their life. Menopause can also impact trans and non-binary people who may not identify as female. Most of those who experience menopause will do so between the ages of 45 and 55. However, some start experiencing symptoms much earlier. Often, symptoms last between four to eight years, but they can continue for longer.

The majority of those going through menopause will experience some symptoms, although everyone is different and symptoms can fluctuate. Symptoms can include,

but are not limited to, sleeplessness, hot flushes, memory loss or poor concentration, headaches, muscle and joint pains, depression and anxiety.

Menopause is preceded by perimenopause, during which the body prepares itself for menopause. Perimenopause can also last several years and can involve similar symptoms to menopause itself. For the purpose of this policy, any reference to menopause includes perimenopause.

### **Open Conversations**

Menopause is not just an issue for women. All staff should be aware of menopause so that they can support those experiencing it or otherwise affected by it.

We encourage an environment in which colleagues can have open conversations about menopause. We expect all staff to be supportive of colleagues who may be affected by menopause in the workplace.

Anyone affected by menopause should feel confident to talk to their line manager about their symptoms and the support they may need to reduce the difficulties menopause can cause them at work.

Line managers and the HR Department should be ready to have open conversations with staff about menopause and what support is available. These conversations should be treated sensitively and any information provided should be handled confidentially and in accordance with our Data Protection Policy.

### **Risk Assessments**

We are committed to ensuring the health and safety of all our staff and will consider any aspects of the working environment that may worsen menopausal symptoms. This may include identifying and addressing specific risks to the health and well-being of those experiencing menopause.

### **Support and Adjustments**

While many who experience menopause are able to carry on their working lives as normal, we recognise that others may benefit from adjustments to their working conditions to mitigate the impact of menopause symptoms on their work. If you believe that you would benefit from adjustments or other support, you should speak to your line manager in the first instance.

Physical adjustments could include temperature control, provision of electric fans or access to rest facilities. Depending on individual and business needs, adjustments such as flexible working, we may also consider more frequent rest breaks or changes to work allocation. These are examples only and not an exhaustive list.

We may refer you to a doctor nominated by us or seek medical advice from your GP to better understand any adjustments and other support that may help alleviate symptoms affecting you at work.

## **6.4 Stress and Mental Wellbeing at Work**

We are committed to protecting the health, safety and wellbeing of our staff. We recognise the importance of identifying and tackling the causes of work-related stress. We also recognise that personal stress, while unrelated to the workplace, can adversely affect the wellbeing of staff at work. We want to support the mental wellbeing of all our staff and will provide appropriate support for staff who are suffering from

stress or mental ill health, on a confidential basis where appropriate, regardless of its source.

This policy takes account of our obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and Equality Act 2010.

All staff should ensure that they are familiar with this policy and act in accordance with its aims and objectives. Staff should plan and organise their work to meet personal and organisational objectives and co-operate with support, advice and guidance that may be offered by [line managers [and]] [the Human Resources Department]. Anyone who experiences or is aware of a situation that may result in work-related stress or undermine mental wellbeing at work should speak to a manager [or a mental health champion].

We will:

- Promote a culture of open communication. We want staff to feel confident that any concerns they raise about their work or working environment will be addressed. We will provide both formal and informal means for them to raise concerns.
- Provide training for managers in good management practices.
- Take account of stress and mental wellbeing when planning and allocating workloads. We will provide opportunities to discuss these through our appraisal [and one-to-one supervision] processes.
- Monitor working hours and overtime to ensure that staff are not overworking and monitor holidays to ensure that staff are using their entitlement.
- Ensure risk assessments include or specifically address work-related stress.
- Facilitate requests for flexible working where reasonably practicable in accordance with our Flexible Working Policy.
- Ensure that in any workplace reorganisation our change management processes are designed to minimise uncertainty and stress.
- Implement policies and procedures to address factors that can cause stress at work, or add to personal stress, in particular so that we can:
  - provide a workplace free from harassment, bullying and victimisation; and
  - address inappropriate behaviour through disciplinary action.
- Provide training to help all staff understand and recognise the causes of work-related stress and mental ill health, the impact of stress from factors in everyday life and the steps they can take to protect and enhance their own mental wellbeing and that of their colleagues.
- Provide support [services such as [occupational health] [and] [confidential counselling [and]] [an employee assistance programme] [and] [mental health champions [and]] [mental health first aiders]] for staff affected by or absent by reason of stress.

### **Understanding stress and mental health**

Stress is the adverse reaction people have to excessive pressures or demands placed on them. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.

Mental health is a term to describe our emotional, psychological and social wellbeing; it affects how we think, feel and act and how we cope with the normal pressures of

everyday life. Positive mental health is rarely an absolute state since factors inside and outside work affect mental health, meaning that we move on a spectrum that ranges from being in good to poor mental health.

There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress and undermines mental health.

Pressures outside the workplace, whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries, can result in stress and poor mental health. They can also compound normal workplace pressures.

### **Addressing work-related stress**

If you believe you are suffering from work-related stress you should discuss this with your manager or supervisor in the first instance. If you feel unable to do so you should contact [\[a mental health champion \[and\]\] \[the Human Resources Department\]](#).

Once an issue affecting your health comes to the attention of your manager, supervisor or [\[\[DEPARTMENT\] OR \[POSITION\]\]](#) we will discuss with you what steps can be taken to address that issue. Those steps may include any of the following:

- A review of your current job role, responsibilities, workload and working hours. Adjustments may be agreed to these, on a temporary basis and subject to further review, where appropriate.
- Where it appears that stress has been caused by bullying or harassment, investigation under our Disciplinary and/or Grievance Procedures.
- Referral for medical advice, treatment and/or a medical report to be provided by occupational health or any specialist or GP who has been treating you.
- If you are on sickness absence, discussion of an appropriate return to work programme. Our Sickness Absence Policy may be applied.

### **Confidentiality**

Information about stress, mental health and mental wellbeing is highly sensitive. Every member of staff is responsible observing the high level of confidentiality that is required when dealing with information about stress or mental health whether they are supporting a colleague or because they are otherwise involved in the operation of a workplace policy or procedure.

Breach of confidentiality may give rise to disciplinary action. However, there are occasions when information about stress or mental wellbeing need to be shared with third parties. For example:

- Where steps need to be taken to address work-related stress such as reallocating work within a team.
- Where medical advice is required on how to support a member of staff, address issues raised by work-related stress or address issues raised by mental ill health.
- Where allegations of harassment, bullying or other misconduct require a disciplinary investigation or proceedings to take place.
- Where a member of staff presents an immediate danger to themselves or others.



In these circumstances, wherever possible, matters will be discussed with the member of staff concerned before any action is taken.

## **6.5 Monitoring equal opportunities and dignity at work**

We will regularly monitor the effects of selection decisions and personnel and pay practices and procedures in order to assess whether equal opportunity and dignity at work are being achieved. This will also involve considering any possible indirectly discriminatory effects of its working practices. If changes are required, we will implement them. We will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

### **Breaches of this Policy**

We take a strict approach to breaches of this policy, which will be dealt with in accordance with our Disciplinary Procedure. Serious cases of deliberate discrimination may amount to gross misconduct resulting in dismissal.

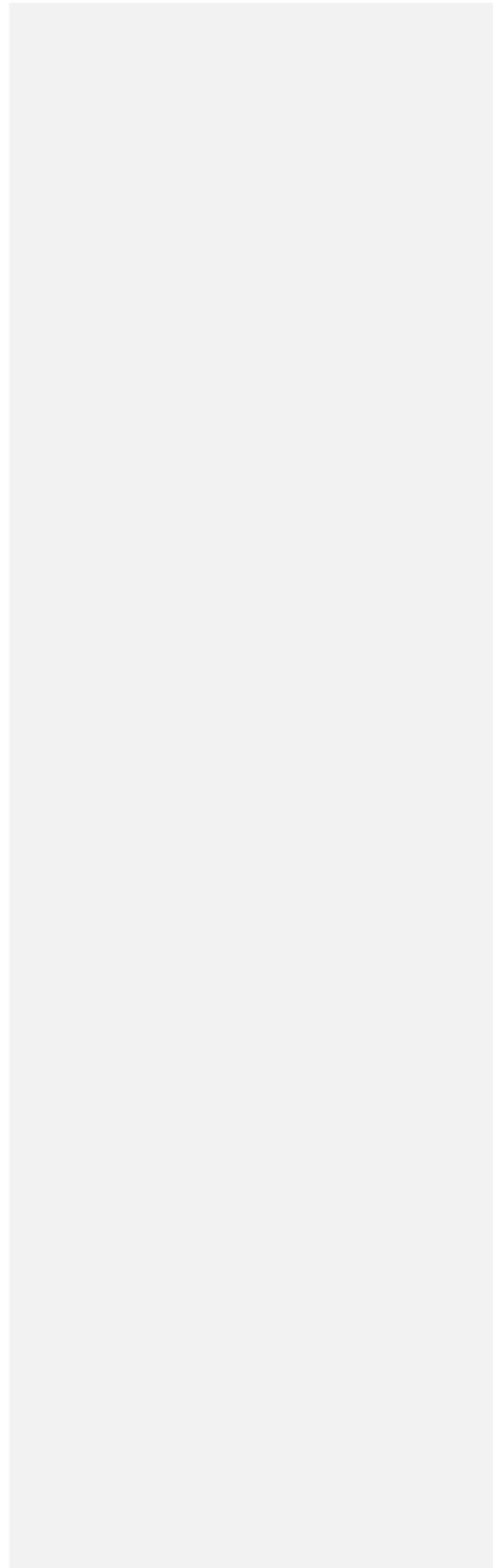
If you believe that you have suffered discrimination you can raise the matter through our Grievance Procedure or Bullying & Harassment Procedure. Complaints will be treated in confidence and investigated as appropriate.

You must not be victimised or retaliated against for complaining about discrimination. However, making a false allegation deliberately will be treated as misconduct and dealt with under our Disciplinary Procedure.

### **Related Policies**

This policy is supported by the following other policies and procedures (in the Employee Handbook):

- (a) Grievance Procedure.
- (b) Disciplinary Procedure.
- (c) Flexible Working Procedure.
- (d) Maternity, Paternity, Adoption and Shared Parental Leave Policies.
- (e) Parental Leave Policy.
- (f) Time Off for Dependants Policy.
- (g) Data Protection Policy.



## EMPLOYEE HANDBOOK RECEIPT

This Handbook has been drawn up by the Council to provide you with information on employment policies and procedures.

The policies and procedures contained within this handbook do not form part of your contract of employment; therefore the Council reserves the right to make amendments as necessary, for example reflecting changes to the law. Any change will be communicated to all staff. However, you are expected to read and comply with the policies and procedures contained within this handbook. Failure to do so could result in disciplinary action.

If you have any questions or any part of the Handbook is unclear to you, please do not hesitate to raise any queries with a member of management.

I acknowledge I have read and understood the policies and procedures contained within this handbook

Received by ..... (Employee)

Signed .....

Date .....

Executive	EX0324/07	Policies	Adopt the revised Data & Document retention Policy, make relevant changes and upload to website	DTC/COO	immediately	Complete
Executive	EX0324/10	Internal Control Documents	To recommend to FC to adopt the following documents: Insurance schedule Financial Regulations External & Internal Audit Policy Financial Reserves Policy Financial Statement Control Policy Governance & Risk management Policy Investment Strategy	DTC/COO	immediately	Completed.
Executive	EX0324/11	Member Forum	Members expressed a desire for a thorough assessment of the maintenance team to be conducted to explore the feasibility of engaging contractors rather than retaining a full-time in-house staff. This assessment should encompass a comprehensive cost-benefit analysis to inform future decision-making. It was suggested that a report detailing these findings be prepared for presentation to Full Council no later than June. This timeline is to ensure that this course of action is considered before the new budgeting cycle.	CEO/TC	Jun-24	
Executive	EX0324/15	Community Governance Acadmic Study Days	Agree to resolutions as appended to the report.	COO/DTC	immediately	Completed.
Executive	EX0324/11	Member Forum	Councillors would like the deputy to create an informational flyer, the intent of the flyer is to facilitate public understanding of the factors contributing to the increase in their council tax and ensure transparency. This would like the flyer made available on our website for public access.	COO/CEO	immediately	This has been created and passed to the CEO for agreement.
Executive	EX0318/10	STAFFING Update		Deputy Town Clerk	Every meeting	a) Admin Officer has left after long term sickness. Vacancy to be filled internally. b) Nothing to report. c) All in order. d) Performance reviews are currently being undertaken and sent to Exec Chair. e) Nothing to report. f) Nothing to report. g) Executive Chair and Leader aware of all staff absences. h) No volunteers at this present time.