

# **MIDDLE LEVEL COMMISSIONERS**



## **EMPLOYEE HANDBOOK**

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**Version 2017**  
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## **SECTION 1: INTRODUCTION**

This Employee Handbook provides you with information about the Commissioners and the conditions of your employment. It has been designed for reference as well as illustrating the Commissioners' commitment to good working practices.

This Handbook applies to all employees of the Commissioners. If any conflict arises between the provisions of the remainder of this Handbook and Appendix 1 (Statement of Particulars of Terms of Employment) of this Handbook, the provisions of Appendix 1 shall prevail.

All employees are issued with a written statement of particulars of employment as required under the Employment Rights Act 1996.

The purpose of this Handbook is to provide you with further information about your employment.

If you have any questions regarding this Handbook please speak to your Line Manager in the first instance.

## **OUR BUSINESS**

### **Background**

The Commissioners are a statutory flood defence and navigation authority and as such are a public body similar to a local authority. We operate primarily under the provisions of the Middle Level Acts 1810-74, the Nene Navigation Act 1753, the Land Drainage Act 1991 and the Flood and Water Management Act 2010. The Commissioners' area of operation is within the counties of Cambridgeshire (Fenland and Huntingdonshire District Councils) and Norfolk (Borough Council of Kings Lynn and West Norfolk) and the area of the Peterborough Unitary Authority.

### **History**

The Middle Level was formerly part of the Bedford Level Corporation, the body formed to manage flood defence in this part of the Fens after the drainage works of the 17<sup>th</sup> Century. The Commissioners were formally separated from the Corporation and established as an independent flood defence body and as a navigation authority in 1862.

### **Our Aims**

- 1. To provide an effective flood defence and land drainage service; to appropriately manage flood risk and to provide an appropriate level of flood protection to lives and property.**
- 2. To maintain and, where possible, enhance navigation and the enjoyment of leisure pursuits in and around the Middle Level watercourse system.**
- 3. To fulfil our conservation duties and, where appropriate, to further conservation.**

## **SECTION 2: GENERAL INFORMATION**

### **1. PAYMENT OF SALARIES**

(1) Please see the Statement of Particulars of Terms of Employment and the current Salary Register incorporated within this Handbook at Appendices 1 and 2 for details of your current salary and method of payment.

#### **(2) Increments**

Where an employee is entitled to incremental rises, such increments shall be paid on 1<sup>st</sup> April in each year subject to the following conditions;

- (i) The completion of a period of six months from the date of appointment/promotion/regrading. If the employee has not completed six months service following appointment/promotion/regrading by the normal incremental date, then any increment due shall be paid six months after the date of appointment/promotion/regrading.
- (ii) The relevant disciplinary procedure.
- (iii) The approval of the Chief Executive.

#### **(3) Acting or Substitute Duty Pay**

- (a) An employee who, for any reason other than the annual leave of another employee, is requested by the Employer to undertake the full duties and responsibilities of a higher paid post for a continuous period of at least four weeks shall receive a salary in accordance with the level of the post temporarily occupied. The salary to be paid in such circumstances is the salary that would apply were the employee promoted to the higher paid post.

Once the qualifying period of four weeks has been satisfied, the higher salary will be paid with effect from the first day on which the employee was requested to undertake the duties and responsibilities of the higher post.

- (b) The provision in (a) above applies only where an employee is requested to undertake the full duties and responsibilities of a higher paid post, and does not therefore apply in cases where the duties and responsibilities are shared between more than one employee. In any case where there is no entitlement to a higher salary under (a) above the Employer may consider granting an honorarium (of an amount dependent upon the circumstances of each case) to an employee who performs duties outside the scope of his post over an extended period, or where the additional duties and responsibilities involved are exceptionally onerous.

#### **(4) Assignment of Spine Points**

In order to accommodate posts which are within the purview of the Salary Scheme further spine points may be added by extending the salary spine.

Each post will be assigned either one single spine point or a range of incremental spine points, but it shall be open to the Employer to offer guaranteed progression on attainment of appropriate qualifications or experience.

(5) **Apportionment of Salaries**

The salaries provided by the scales shall be apportioned as follows:

(a) Annual salary paid quarterly

(i) Initial apportionment

For each quarter – one fourth of the annual salary.

(ii) Apportionment for odd days

For each odd day (including Sundays), divide the quarterly sum by the number of days in the particular quarter.

(b) Annual salary paid monthly

(i) Initial apportionment

For each calendar month – one twelfth of the annual salary.

(ii) Apportionment for odd days

For each odd day (including Sundays), divide the monthly sum by the number of days in the particular month

(c) Annual salary paid weekly

(i) Initial apportionment

For each week –  $7/365$ ths of the annual salary.

(ii) Apportionment for odd days

For each odd day (including Sunday), divide the weekly sum by 7.

(d) Weekly salary

(i) Apportionment for odd days

For each odd working day divide the weekly sum by the number of working days in the week.

2. **DEDUCTIONS FROM SALARY**

The Employer is required to deduct income tax and National Insurance and, where payable, pension contributions at source. In addition, any outstanding debts to the Employer at the date of termination will be deducted from final monies due.

The Employer will always try to answer any queries you may have about deductions from your pay. If you wish to contact our tax office please see the Treasurer for details.

### **3. HOURS OF WORK**

The normal working week for office-based employees is 37 hours, from Monday to Friday inclusive but may well be different for other employees. Please therefore, refer to Appendix 1 (Statement of Particulars of Terms of Employment) of this Handbook for specific details and for any variation of this normal provision in your case.

It should be noted that:

- (a) Employees whose duties are conditioned or related to the work of manual workers may be required by the Employer to adopt the same working week as manual workers.
- (b) The Employer shall ensure, however, that this arrangement shall only apply where the efficiency of the manual workers would be seriously impaired if the employee concerned was not conditioned to their hours of work.

A break of at least a half an hour should be taken during each working day; you should agree with your Line Manager when it is convenient for this to be taken. The break will be unpaid.

### **4. SICK LEAVE**

#### **(1) Scale of Allowances**

Subject to the following provisions of this Section an employee who is incapable of work by reason of sickness or injury shall be entitled to sickness allowances in accordance with the following scale:

<u>Period of continuous service (see item 17 of this Section (Definitions))</u>	<u>Period of sickness allowance in months</u>	
	<u>Full allowance</u>	<u>Half allowance</u>
Not exceeding 4 months	1	0
Exceeding 4 months but not exceeding 1 year	1	2
Exceeding 1 year but not exceeding 2 years	2	2
Exceeding 2 years but not exceeding 3 years	3	3
Exceeding 3 years but not exceeding 4 years	4	4
Exceeding 4 years but not exceeding 5 years	5	5
Exceeding 5 years	6	6

## **(2) Calculation of Allowances**

- (a) The rate and period of an employee's sickness allowance shall be ascertained by deducting from the period of sickness allowance appropriate to his service, set out in item 1 above, the aggregate of the periods during which he has received sickness allowance in the 12 months immediately preceding the first day of absence but excluding from such deduction any period of injury or disability sustained by an employee in the discharge of his duty and without his own default. Periods of absence for any injury or disability sustained by an employee in the discharge of his duty and without his own default shall not be set off against normal sickness allowance (and vice versa) for the purpose of calculating entitlement to sickness allowance.
- (b) The full allowance shall be a sum equal to the normal salary ordinarily payable. In most cases, this salary will be readily ascertainable but where, exceptionally, normal salary cannot be determined or agreed between the parties, the basis of assessment shall be the average pay over the six complete pay months immediately preceding the sick leave.
- (c) The half allowance shall be an amount equal to half the salary normally payable.
- (d) A married woman employee who has elected not to pay contributions shall be deemed to be a contributor to the National Insurance Scheme for the purpose of ascertaining sickness allowance under sub-paragraphs (b) and (c) above.

The Employer may, in cases of serious illness, at its discretion, extend the period of sickness allowance.

## **(3) Notification and Certification of Sickness**

You are required to provide a Fit Note from a doctor as soon as practicable in the event of absence through sickness, if the sickness lasts for seven or more consecutive days (whether normal working days or not). Subsequent Fit Notes from a doctor covering the whole period of sickness must be provided at such intervals as may be prescribed by the doctor. The Employer may, in a particular case require doctor's statements at more frequent intervals, at the Employer's expense. In the case of shorter absences or for the first seven days of a longer absence, unless this period is also covered by the doctor's Fit Note, you must complete a self-certification form immediately on your return to work. The Head of Secretarial Services will supply the self-certification forms.

You must notify the appropriate officer (Appendix 1 (Statement of Particulars of Terms of Employment) of this Handbook as soon as practicable on the first day of absence that you will be absent from work. You should also state, as far as practicable, the nature of the illness or injury, the first day of sickness and the probable duration of the absence. Days of absence are days when you would normally have been at work. Days of sickness include Saturdays, Sundays and public holidays. Late notification without good cause could result in sick pay being withheld. Where the absence continues beyond three days, you must, not later than the fourth day, further inform the appropriate officer of the probable duration of the absence and subsequently, as appropriate, of any change in the anticipated duration. Should your absence continue for a period in excess of seven calendar days you (or your representative where you are unable to do so) are required to advise the appropriate officer on a weekly basis to provide an update of your condition. For long term sickness absence your Line Manager may request to visit you at home. An employee entering hospital or a similar institution shall submit doctor's statements of entry and discharge in substitution for periodical certificates. You are

required to notify the Employer of the reason for your absence and on each subsequent day absence is not covered by a fit note.

This procedure does not apply to holidays, jury service or any other absences approved in advance.

On being fit to return to work, you must contact your line manager and let them know as far in advance as possible of the proposed date of your return.

The Employer will conduct a return to work interview upon your return in order to ensure there are no ongoing concerns for you.

You may be requested at any time, at the Employer's expense to undergo a medical examination by the Employer's nominated doctor or other medical practitioner in order that a report on your condition may be provided to the Employer. Your consent is required for such an examination.

Should your absence exceed 4 consecutive weeks the Company may seek your agreement for a referral to an Occupational Health report under the Government's Fit for Work Scheme. This will provide a health assessment and a return to work plan for ongoing discussion and action. The objective of the referral under the Fit to Work scheme is to speed up a return to work which will benefit all parties.

Details of the Fit to Work scheme can be found at [www.fitforwork.org](http://www.fitforwork.org)

The MLC also reserves the right to arrange for a Medical Examination by an Independent Medical Examiner, or to request a report from your own Doctor/Specialist, in order to ensure that you are fit to continue or undertake your job, or to determine your current state of health. You hereby authorise the Company access to any such reports. Full consultation will take place with you in this event.

If you need to be absent from work to keep a medical, dental or other essential appointment, prior permission should always be obtained from your line manager. You must try to arrange such appointments outside normal working hours wherever possible, if not, they should be at the start or end of the working day. Any such absences from the workplace should be minimal. If any such appointment takes longer than 4 hours of absence then you may be required to make this time up, or take unpaid leave.

You may be requested to submit annually for a medical examination by the Employer's nominated doctor or medical practitioner in order that a report on your condition may be provided to the Employer. The Employer will consider the results of any such examination and matters arising from it, particularly whether or not you may be impaired in any way from discharging your duties due to your health. Your consent is required for such an examination. However, you are required to co-operate in the obtaining of all results and reports to the Employer.

Whilst you are on sick leave, if you are receiving any remuneration from the Employer, you must not take up or engage in any alternative employment or position from which you may receive money or other benefits without the express written permission of the Employer. Failure to comply with this provision may result in disciplinary action.

Unless the Employer shall decide otherwise, an employee who is absent as a result of an accident shall not be entitled to an allowance if, in the opinion of the Employer, an action for damages would lie against a third party. The Employer may, however, advance to the employee a sum not exceeding the sickness allowance provided under this section subject to the employee undertaking to refund to the Employer the total sum of such allowance or the proportion thereof represented in the amount of damages received. Any period of absence in such a case where a refund of the monies advanced is made in full shall not be counted for the purposes of this section. Where, however, the refund is made in part only, the Employer may at its discretion decide to what extent, if any, the period of absence may be so counted.

If an employee is sick during annual leave and submits to the Employer at the earliest practicable date a medical certificate to that effect, the period of sickness shall be reckoned as sick leave and not annual leave.

The Employer reserves the right to withhold sick pay in circumstances where the certification procedure described above has not been followed or where there is sufficient reason to doubt the validity of your sickness absence claim. In the latter circumstances, the Employer may request you to undergo a medical examination by a doctor selected by it.

Any failure to comply with or abuse of the provisions of this Section may render you liable to disciplinary proceedings and to forfeiture of or disqualification from receiving, sickness allowance.

No sick pay shall be paid where the absence is for cosmetic surgery.

No sickness allowance shall be paid to an employee after the termination of their employment.

An employee shall not be entitled to the sickness allowance if the incapacity results from active participation in sport as a profession, from participation in a hazardous activity or from his own negligence, save at the discretion of the Employer.

The provisions of this Section shall not apply to an employee who is suspended on medical grounds in accordance with the terms of Sections 19 to 22 and other related sections of the Employment Protection (Consolidation) Act 1978 or any modification or re-enactment thereof for the time being in force. Such an employee shall be entitled to receive normal pay.

Any payments under this Section shall not be an admission of liability under the Workman's Compensation Acts, the Employer's Liability Acts or any Acts amending altering or affecting these Acts or at common law.

Where notice is given to terminate the contract during any of the periods of sickness allowance, the contractual sick pay allowance will cease forthwith and be replaced by notice pay in accordance with the contractual notice pay entitlement of the employee.

Persistent short-term absence is, in the absence of any underlying medical condition or other reasonable excuse, a disciplinary matter and will be dealt with in accordance with the Employer's Disciplinary Policy set out in Section 4 of this Handbook.

## 5. **TERMINATION OF EMPLOYMENT**

- (1) The minimum periods of notice of termination of employment are as follows:
- a) By the employee:  
Two months unless a longer period is stated within Appendix 1 (Statement of Particulars of Terms of Employment) in respect of a particular employee.
  - b) By the Employer:

CONTINUOUS SERVICE OF EMPLOYEE	PERIOD OF NOTICE
Less than 4 years' service	1 month
4 years but less than 12 years' service	1 week for each completed year of service
12 years' service or more	12 weeks

- (2) The Employer reserves the right at its discretion to make payment in lieu of notice.
- (3) In cases of gross misconduct the Employer may terminate your contract of employment without notice or payment in lieu of notice.
- (4) On leaving the employment of the Employer, payment for any partial month worked will not be credited until the normal salary payment date, at which time your P45 will also be issued.

## 6. **PENSION SCHEME**

If you are eligible, you will automatically be enrolled into the Company's Qualifying Workplace Pension Scheme in accordance with the requirements of Part 1 of the Pensions Act 2008. Details of the scheme, auto-enrolment and the options open to you will be provided to you separately. The Company reserves the right to amend or terminate its participation in the scheme with no obligation to provide a replacement scheme other than one which meets the minimum requirements of Part 1 of the Pensions Act.

There is no contracting-out certificate in force in respect of your employment

The Company will not contribute to employees' personal pension schemes.

Alternatively at the employer's absolute discretion you may be offered entry into the Local Government Pension Scheme managed by Cambridgeshire County Council. Should you be offered this option then details of the scheme and the contributions you would be required to make will be provided.

## 7. **HOLIDAYS**

The holiday year runs from 1<sup>st</sup> January to 31<sup>st</sup> December in the calendar year. Holiday entitlement in a full year depends upon length of continuous service as per the table below, and is in addition to normal public and bank holidays.

### (1) **Employees below the overtime limit**

Employees shall be entitled to a minimum annual holiday entitlement of 25 days rising to a maximum of 29 days on the following basis:

<u>Continuous service completed by the commencement of the holiday year</u>	<u>Annual Holiday Entitlement</u>
2 years	26 days
4 years	27 days
5 years	28 days
6 years	29 days

### (2) **Employees above the overtime limit**

Employees shall be entitled to a minimum annual holiday entitlement of 28 days rising to a maximum of 32 days on the following basis:

<u>Continuous service completed by the commencement of the holiday year</u>	<u>Annual Holiday Entitlement</u>
2 years	29 days
4 years	30 days
5 years	31 days
6 years	32 days

For the meaning of ‘continuous service’, see item 17 of this Section (Definitions).

[NB: The length of service criterion can exceed 5 years provided this reasonably appears to fulfil a business need e.g. encouraging loyalty, motivation or rewarding experience.]

You will be paid at your full basic rate of pay for all holidays, including public holidays, taken within the specified holiday entitlement, subject to the other conditions relating to the taking of leave having been complied with.

On termination of employment an adjustment will be made to your final salary payment, either by way of an additional payment in respect of holidays accrued but not taken, or by way of a deduction in respect of holidays taken but not accrued.

However, should you be dismissed for gross misconduct or fail to work your full contractual notice period if required to do so, no additional payment in respect of holidays accrued in excess of the statutory minimum will be made.

All holiday dates are subject to the prior approval of the appropriate officer as set out in Appendix 1 (Statement of Particulars of Terms of Employment) of this Handbook. If the dates you request for holiday are not convenient to the Employer you will be told and asked to rearrange. You cannot take holiday without the prior approval of the appropriate officer. The Employer's discretion will be applied reasonably.

You may take a maximum of two weeks holiday at any one time unless the specific agreement of a Chief Officer has been obtained. No payment will be made for holidays not taken (except in the event of termination of employment). You may however "carry over" unused holiday up to a maximum of 5 days from one year to the next provided that such days are taken as holiday by the following 28<sup>th</sup>/29<sup>th</sup> February or within such other time limit as may be prescribed by the Chief Executive. Other than this exception, you must use all of your holiday entitlement by the last day of each holiday year. Holiday entitlement not used by the correct date WILL BE LOST and no payment in lieu will be made for holiday entitlement lost by not being exercised by the correct date.

**(3) New Entrants**

New entrants will be entitled to holiday pro rata to their completed months of service in the holiday year of entry.

**(4) Employees Leaving**

On leaving the Employer's service, employees shall be entitled to leave, or to payment in lieu, pro rata to their completed months of service from the commencement of the leave year, less any leave already taken since that date.

In the case of employees who die in service payment in lieu of their full leave entitlement less any leave taken shall be included in the final salary reconciliation and any balance paid to the estate of the deceased.

Employees should be encouraged wherever possible to take outstanding leave. Where payment is to be made in lieu of leave the payment should be calculated on the basis of 1/230ths of the annual salary for each outstanding day's leave.

An employee who leaves the service of the Employer otherwise than as a consequence of death having taken holidays at the time of leaving in excess of his entitlement up to that point in the current holiday year shall be required to refund to the Employer the overpayment in respect of that excess.

**(5) Holiday Pay**

Employees on annual leave should continue to receive their normal salary ordinarily payable (ie normal earnings). In most cases, this salary will be readily ascertainable but where, exceptionally, normal salary cannot be determined or agreed between the parties, the basis of assessment shall be the average pay over the six complete pay months immediately preceding the annual leave.

**(6) Public Holidays**

Public holidays are as listed in Appendix 1 (Statement of the Particulars of Terms of Employment) of this Handbook.

**(7) Holiday Entitlement for Part time Employees**

Part time employees will receive an equivalent amount of holiday entitlement and holiday pay as full timers pro rata to the days and hours worked.

**(8) Special Leave**

**(a) General**

Special leave, with or without pay as appropriate, may be granted for any purposes approved by the Employer. This will in particular cover leave for or to deal with a bereavement since the time required and circumstances will vary with each individual case. Each case will therefore be considered by the appropriate Chief Officer on its individual circumstances. As a general “rule of thumb” 3 days paid leave will be granted in such cases, but this may be extended where circumstances reasonably warrant it.

**(b) Fees or Other Payments**

Subject to any express provision to the contrary in the case of any individual employee, special leave with pay is granted on the condition that where an employee on special leave takes part in activities in respect of which he receives any payment, this must be declared to the Employer who may require all or part of such fee or payment to be paid to the Employer.

**(c) Redundancy**

An employee who is given notice of dismissal by reason of redundancy and who has been continuously employed for a period of two years or more shall be entitled before the expiration of his notice to be allowed by the Employer reasonable time off during the employee’s working hours in order to look for new employment or make arrangements for training for future employment and shall be entitled to pay in accordance with the provisions of Section 31 of and Part II of Schedule 14 to the Employment Protection (Consolidation) Act 1978 (or any modification or re-enactment thereof for the time being in force) except when the provisions of that Act relating to excluded classes of employment apply.

**(d) Jury Service**

Special leave with pay shall be granted to employees for the purposes of jury service, subject to the abatement of such pay by the amount of any sums which can be claimed for loss of earnings.

**(e) Failure to Return to Work**

Any employee who, without the permission of their Chief Officer overstays at the end of the period for which they have been granted leave or fails to return to work at the end of such period or exceeds their leave entitlement will be subject to the disciplinary procedure.

(f) Time Off in Lieu (TOIL)

Any TOIL earned can be carried over month by month but **this will be capped at a maximum of 15 hours unless prior agreement in writing has been provided by the Chief Executive** (see exceptions below). TOIL will only start accruing once you have worked a minimum of one hour in any given day and cannot be accumulated for working through a lunch break as taking breaks is a legal requirement.

**Exceptions to the above:**

- (i) **Approval by Chief Executive** – to gain approval for accumulating TOIL above 15 hours and carrying it forward over a month end an “excess TOIL application” form is to be filed in and submitted to the Chief Executive. This should explain how many hours you believe you need and the reasons why they are required, together with a target for taking the TOIL.
- (ii) **Significant rainfall event** – the Board has defined this as “All six pumps running at Bevills Leam Pumping Station.” It has been agreed that any TOIL earned for such an event must be recorded separately and that following the event the TOIL must be taken within 9 months or it will automatically be lost.

**8. EXPENSES**

Employees required to travel or incur subsistence expenses while on duty or who incur other proper and reasonable expenses in the course of or for the purposes of their employment (including the payment of a subscription to a professional organisation required for or appropriate to their employment,) shall have such reasonable and proper expenses paid/reimbursed by the Employer on completion of an appropriate form and authorisation by the employee’s Chief Officer. Unless special permission is given by the Chief Executive, such reimbursement of expenses will be paid with the employee’s salary on the next pay day following satisfactory completion of the form.

If you have any doubt as to whether a proposed expense will constitute ‘reasonable expenses’ the view of the Chief Executive should be sought before such expense is incurred.

(1) **Travelling by Motor Vehicle**

Employees shall, when so authorised, be entitled to claim the motor vehicle allowances laid down from time to time, copies of which are available from the Chief Executive's Secretary. It is a condition of employment that any employee using his car on the Employer’s business must ensure that his personal vehicle insurance covers him for business use.

Employees using their motor vehicles as part of their normal duties shall be allocated by the Employer to one of the following categories:

(a) Essential User

An employee who because of the duties of his post accepts an obligation to provide a vehicle so that he can use it whenever required in connection with his duties and is so authorised by the Employer or

(b) **Casual User**

An employee who is not an essential user as defined above but who is authorised to use from time to time a motor vehicle provided by himself to carry out his duties.

(2) **Variations to the Scale of Allowances**

The annual lump sum for essential users and the mileage rate for the first 4000 miles per annum for all users consist of allowances for interest on capital, depreciation, insurance, Road Fund Licence, garaging and AA/RAC subscriptions. Both these and the mileage rates paid after 4000 business miles contain allowances for petrol, oil, tyres, servicing and repairs. Where an essential user is required to undertake above average annual business mileage an additional lump sum to take account of the additional vehicle depreciation is payable.

(3) **Public Transport**

- (a) Employees shall normally be entitled to reimbursement of 2<sup>nd</sup> class rail fare.
- (b) Employees shall, where the PRIOR approval of the Chief Executive has been obtained, be entitled to reimbursement of 1<sup>st</sup> class rail fare.
- (c) Employees shall be entitled on production of necessary receipts to claim appropriate expenditure on bus/tube fares and, where essential, taxis.
- (d) Any journey by air or sea must be specifically authorised by the Chief Executive.

(4) **Subsistence**

- (a) Employees who have incurred reasonable subsistence expenses in the course of their duties shall, subject to paragraph (b) below be reimbursed such reasonable expenses.
- (b) Where the expenditure incurred does not exceed the threshold set from time to time by the Chief Executive, the employee shall, upon certifying that the amount claimed has been incurred, be reimbursed. Claims above the threshold are subject to the approval of a Chief Officer and receipts are required for all claims whether above or below the threshold.
- (c) Employees who from time to time are required to travel away from their usual administrative base and whose meal arrangements are disturbed as a result of this, shall be entitled to claim proper subsistence expenses.

(5) **Overnight Accommodation**

Any overnight accommodation must be specifically authorised in advance by a Chief Officer who may impose limits on the amounts of expenditure incurred.

Subject to the above, expenditure reasonably and properly incurred in the course of your employment will be reimbursed upon production of receipts or other evidence required by the Employer.

## **(6) Submission of Claims**

Claim forms for expenses incurred in the course of your duties should be submitted on a monthly basis. Each form should be completed in full, signed by both yourself and an authorised signatory and returned to the Chief Executive's PA by no later than the 4<sup>th</sup> day of the month following the month in which the expenses were incurred. You will be reimbursed by direct credit transfer to your bank or building society account.

The Employer reserves the right not to reimburse expenditure where receipts are not provided.

**[NB – Business Mileage expenditure – Important Note:** *You must record your business mileage for your own income tax purposes and then always use this information to complete your expenses claim.*]

## **9. STAFF ENTERTAINING**

No individual should incur expenditure for entertaining other employees without prior authorisation from the Chief Executive.

## **10. EMPLOYER'S PROPERTY**

You must not remove from the Employer's premises any material or equipment belonging to the Employer, or which does not belong to you personally unless prior written permission of your Line Manager has been obtained.

The Employer's time, material or equipment must not be used for any unauthorised work or activity.

Employees must not send out personal mail at the Employer's expense.

Employees must not use any of the Employer's property, including telephones, computer equipment, or email facilities, other than in accordance with the Employer's policies from time to time in force regarding such use.

## **11. DISCIPLINARY RULES**

(1) These are necessary for the efficient and safe performance of work and for the maintenance of good relations between employees and the Employer. An employee breaching a disciplinary rule will render himself liable to disciplinary action under the Employer's disciplinary procedure, a copy of which is contained in Section 4 (Disciplinary Policy) of this Handbook.

The list of disciplinary rules which follows is not to be regarded as an exhaustive list: acts of misconduct not falling within one or more of the rules may also give rise to disciplinary action. Subject to this, breaches of the Employer's disciplinary rules which can lead to disciplinary action are:

1. Failure to comply with a reasonable order, instruction or contractual requirement;
2. Failure to comply with a work rule;
3. Failure to comply with a health or safety requirement;

4. Any act which may result in an action against the Employer for negligence;
5. Conduct which is likely to bring discredit to the Employer's business organisation;
6. Improper, disorderly or unacceptable conduct at, during or when arriving for work;
7. Late attendance and/or inadequate timekeeping;
8. Absence from work without proper cause;
9. While purporting to be absent sick, working or indulging in activities which are likely to be inconsistent with the reason for absence and/or which are unlikely to be conducive to recovery;
10. Committing an act outside work or being convicted of a criminal offence, which in either case is liable adversely to affect the performance of the contract of employment and/or the relationship between the Employer and the employee;
11. Corrupt or improper practice;
12. Breach of trust;
13. Misuse of the Employer's facilities;
14. Loss, damage to, or misuse of the Employer's equipment and/or property, assets or funds through wilfulness, negligence or carelessness;
15. Theft or misappropriation of, or failure to account for, or falsely claiming entitlement to, the Employer's property, assets or funds;
16. Providing false information orally or by the falsification of records or documents;
17. Unauthorised alteration, mutilation, destruction or retention of the Employer's records or documents;
18. Unauthorised entry into the Employer's computer systems;
19. Failure to report or record any matter which it is the employee's duty to report or record;
20. Acts of gross misconduct other than coming within one or more of the foregoing rules.

## **(2) Discipline in employment**

The Employer reserves the right to suspend from duty an employee as a precautionary measure while certain matters are investigated. Such suspension is to be regarded as a neutral act that does not imply guilt or blame and will normally be with full pay. If it is decided that no disciplinary proceedings should be instituted or, if the outcome of disciplinary proceedings is that no action should be taken, or that disciplinary action short of dismissal would be appropriate, this precautionary suspension will then be withdrawn. This is without prejudice

to any decision under the disciplinary procedure to suspend an employee without pay or with less than full pay for a specified period as a disciplinary penalty.

## **12. MOBILE PHONES**

Where such phones are provided for business use by the Employer, you must pay/reimburse the cost of any private calls on such phones.

## **13. MOBILE PHONE USE IN VEHICLES**

If an individual uses a mobile phone when in the driver's seat of a vehicle with the engine running, a criminal offence may be committed even if the vehicle is not moving.

The offence relates to the use of hand-held mobile phones or other interactive communication devices. Operating a mobile phone without holding it – for example by pushing buttons when it is held in a fixed cradle – is not prohibited.

Even when using a mobile phone in its cradle, a person may still be guilty of an offence if as a result they cannot have proper control of the vehicle. So, whilst dialling on a phone held in a cradle might not contravene the law prohibiting the use of mobile phones, it could still be classed as an offence under other Road Traffic legislation.

All employees must take personal responsibility for ensuring their use of mobile phones does not contravene any legislation.

The offence of using a mobile phone while driving may result in a fixed penalty or a fine and endorsement of the driving licence. In addition, using a mobile phone while driving may result in further breaches of Road Traffic legislation including the offences of Dangerous Driving, and Careless and Inconsiderate Driving. All employees are personally responsible for any fines, fixed penalties, endorsements or other sanctions that result from their improper use of a mobile phone while in a vehicle.

For the Employer's Policy on this topic see Section 20 (the Use of Mobile Phones while Driving) of this Handbook.

## **14. SMOKING POLICY**

The Employer's policy on smoking is set out in Section 17 (Smoking Policy) of this Handbook. Any employee who is in breach of this policy may be subject to disciplinary action.

## **15. VISITING OTHER PREMISES**

Whilst on premises not under the control of the Employer, you must at all times comply with the relevant Health & Safety policies and any other procedures or rules operating at those premises. Failure to comply may result in disciplinary action.

## **16. ASSISTED CAR PURCHASE**

See section 19 (Vehicle Policy) of this Handbook.

## 17. **DEFINITIONS**

The various terms used in this Handbook shall be defined as follows:

1. **“Employer”**

“Employer” means the Middle Level Commissioners.

2. **“Employee”**

“Employee” means all employees of the Employer.

3. **Interpretation:**

Reference throughout this Handbook to the masculine gender shall include the feminine gender and vice versa except where the context otherwise requires.

4. **“Higher Paid”**

“Higher Paid” is defined as a post with a higher substantive salary.

5. **“Continuous Service”**

For the purposes of this Handbook “Continuous Service” is defined (subject to the provisions of Section 10 (Maternity Leave)) as actual unbroken service with the Employer.

6. **“Overtime Limit”**

“Overtime Limit” is spine point 26 ie employees below the overtime limit are employees on salary points equal to or less than point 26.

7. **“Public Holidays”**

“Public Holidays” means the public holidays and any agreed general holiday referred to in Appendix 1 (Statement of Particulars of Terms of Employment) of this Handbook.

8. **“Chief Officer”**

“Chief Officer” means the Chief Executive, the Treasurer or the Chief Engineer to the Employer.

9. **“Protective Clothing”**

“Protective Clothing” means a uniform, overall, donkey jacket, coat or waterproof jacket and trousers issued to employees to protect their own clothes from spillage, dirt, grease or the natural elements.

“Safety Protective Clothing” means steel toe capped footwear, various types of gloves, aprons and headgear issued to all employees required to carry out work which may involve personal hazard or required to be used in pursuance of certain specific requirements.

“Safety Protective Equipment” means eye protection, ear defenders, breathing apparatus, resuscitators, harnesses, lifelines, life belts, life jackets and buoyancy aids issued to all employees required to carry out work which may involve personal hazard or required to be used in pursuance of certain specific requirements.

The Employer shall however be entitled to substitute or extend the types of item mentioned in the above lists in the light of changed work requirements and conditions and new types of clothing or equipment which may come onto the market.

10. **“Contractual Overtime”**

“Contractual overtime” is a specified number of hours that an employee is required to work over and above the normal weekly hours detailed in this Handbook, and which is guaranteed by the Employer. Such additional hours will count for the purposes of calculating holiday and sickness payments.

11. **“Conditioned Overtime”**

Regularity of overtime does not itself constitute “conditioned overtime”. Conditioned overtime arises where it is a requirement of the job that an employee should regularly work more than the normal working week, or there is a specific agreement or arrangement between the Employer and employee in accordance with which the employee regularly carries out overtime, but where in neither case is there any obligation on the part of the Employer to guarantee such overtime. Overtime of this type counts for the purposes of calculating holiday and sick pay but shall in no circumstances be regarded as contractual overtime as defined in item 10 above.

## **SECTION 3: SUPPLEMENTARY INFORMATION**

### **1. JOB DESCRIPTIONS**

It is the intention of the Employer that all employees will have a written job description, which will state the following:

- Job Title
- To whom you report
- The purpose of the job
- Detailed description of key areas
- The standards of performance expected of you.

This document will act as a guide to the jobholder and their manager so that each has a clear appreciation of what the job involves and what the jobholder needs to achieve.

### **2. REVIEW AND APPRAISAL**

The success of the Employer depends upon how well each employee does their job. It is important that both employee and manager have the opportunity to examine work by reviewing the content of the job and appraising an individual's abilities.

Once a year, each employee will have a formal appraisal with their Chief Officer. The Appraisal will enable both employee and manager to review performance over the previous twelve months and to plan ahead for future work.

This appraisal will also give you the opportunity to discuss any problems relating to your role and to examine ways in which you may be able to work more effectively. There will also be an opportunity, where appropriate, to agree any changes to the job description.

An appraisal will NOT necessarily result in an increase in salary or benefits.

At the end of the appraisal discussions, a written record of the appraisal process will be agreed between yourself and the manager, which will be known as the Appraisal Summary. You will be able to provide feedback and comments on the Summary Form. A copy will be placed on your personal file and a copy may also be retained by you.

### **3. TRAINING AND DEVELOPMENT POLICY**

The Employer is committed to the training and development of its employees in order to help develop the potential of each individual while supporting the achievement of the Employer's aims and objectives.

The Employer recognises that its employees require a wide cross section of skills and knowledge to perform effectively in their jobs and to enable the Employer to carry out its business activities. To help the Employer achieve its aims, it will:

- ensure that you have the necessary skills for your job,
- support the acquisition and development of additional skills,
- support the development of leadership and managerial capabilities; and
- encourage and support individual learning.

#### **4. PERSONAL DETAILS**

The information you provided on joining the Employer needs to be kept up to date. In the event of changes to your personal details such as marital status, address or bank account please ensure that the Chief Executive's PA is informed.

#### **5. ELECTRONIC MAIL AND INTERNET USE POLICY**

See Section 15 (Electronic Mail and Internet Use Policy) of this Handbook.

#### **6. ABSENCES**

##### **(1) Jury Service**

If you are called upon to attend as a juror, please advise your Chief Officer immediately and supply copies of all correspondence.

You will normally be granted paid leave of absence for jury service subject to you claiming any sums for loss of earnings from the court and reimbursing these to the Employer.

In exceptional circumstances, and where the needs of the business dictate, the Employer may apply to withdraw you from jury service, after consultation with you.

##### **(2) Medical or Dental Consultation**

Where possible medical or dental consultations should be arranged out of office hours. Where this is not possible, every attempt should be made to arrange the appointment as near as possible to the beginning or end of the working day.

Time off for this purpose will normally be paid. The Employer reserves the right to require proof of any such consultation.

#### **7. TIME OFF FOR DEPENDANTS**

All employees are permitted reasonable time off to deal with certain unexpected or sudden emergencies involving a dependant, in accordance with your statutory employment rights.

Time off for this purpose will be unpaid. Please see Section 14 (Time Off for Dependants) of this Handbook for further information.

#### **8. SECURITY**

All employees should be aware of the need to take appropriate security precautions while undertaking their duties and in particular reasonable steps should be taken to protect:

- High value office equipment
- Employees' and visitors' personal property
- Confidential information

The following standard precautions should always be followed:

As far as possible all visitors to the offices or any other of the Employer's premises should be accompanied at all times.

If you come across an unaccompanied stranger in the office, do not be afraid to ask them politely who they are and, if necessary, request identification. If your suspicions are aroused then report it at once to a Chief Officer or another senior employee.

Do not disclose confidential information about the Employer or its activities to a stranger. If you are uncertain about whether any information should be disclosed, then check with your line manager.

You may not release confidential information unless you have authority to do so. Particular care should be taken when giving information over the telephone, fax or e-mail and you should be certain that the person requesting the information is entitled to receive it. Employees should be aware that under the Data Protection legislation, personal information about an individual should not be disclosed unless that individual has consented to the disclosure or the enquirer has the legal right to demand it. In the latter case, proper evidence of the identity of the enquirer and of their legal right is particularly important.

Under no circumstances should you discuss business matters with any part of the media. Any media enquiries (including telephone calls) should be passed directly to a Chief Officer.

Always keep your keys in a safe place and do not leave your handbag, wallet or other valuable items at your desk when you leave your place of work. The Employer is not responsible for loss or damage to personal property.

## **9. COURTESY**

You must, at all times be courteous towards third parties and colleagues. Discourtesy may be treated as a disciplinary matter.

## **10. REDUNDANCY POLICY**

In the event that the need arises to reduce staffing levels, the Employer will seek to apply an appropriate selection procedure for the circumstances then prevailing.

Where possible, volunteers will be invited for redundancy before the Employer seeks to impose compulsory redundancies.

If compulsory redundancies become necessary, the Employer will select for redundancy based upon objective criteria, which may include some or all of the following:

- Skills levels
- Qualifications
- Knowledge
- Experience
- Disciplinary record
- Attendance record
- Length of Service

The Employer will engage in appropriate consultation procedures should the need for redundancies arise.

**11. LAY OFF AND SHORT TIME WORKING**

The Employer has the right to lay off without pay or require employees to work short time with a proportionate reduction in pay for a period if, for any reason, there is a shortage of work or if normal working is prevented for any reason beyond the Employer's control. Please refer to Appendix 1 (Statement of Particulars of Terms of Employment) of this Handbook.

**12. RETIREMENT POLICY**

There is no Company retirement age for employees. If you wish to discuss retirement, please contact your Line Manager who will arrange for an informal meeting

**13. EFFECT OF POLICIES ON CONTRACT OF EMPLOYMENT**

Unless otherwise expressly stated to the contrary, the policies set out in this Handbook do not form part of an employee's contract of employment.

## **SECTION 4: DISCIPLINARY POLICY**

### **GENERAL**

The purpose of the Employer's disciplinary policy is to ensure that employees are treated fairly and consistently in the event of their failure to meet acceptable standards of conduct, attendance and job performance, or any other breach of the Employer's terms and conditions of employment.

Please note in particular, that during any probationary period applicable to your employment, your employment may be terminated without following the disciplinary policy. Your employment may be terminated without notice in the first month or a payment in lieu of notice will be made except in cases of gross misconduct where no notice or payment in lieu is due.

Where possible, informal counselling or other good management practice will resolve matters prior to any disciplinary action being taken. The procedure allows for warnings to be given in most cases, with the aim being to assist the employee to achieve and maintain acceptable standards rather than providing a means to punish employees. In serious cases, or a failure to achieve acceptable standards after a final written warning, dismissal may result.

In exceptional circumstances, for example where an employee has committed an act of gross misconduct, the employee may be summarily dismissed without notice or payment in lieu of notice.

Where appropriate, minor conduct or performance issues may be resolved informally.

This Policy applies to all employees and covers unacceptable conduct and unacceptable job performance if this is wilful or caused by carelessness. Issues of capability may also be addressed through these procedures.

### **DISCIPLINARY RULES**

It is neither practical nor desirable to list all the conduct, actions and behaviours that might result in disciplinary action therefore the examples provided below are non-exhaustive. On all occasions a full and proper investigation will take place, and in the event of disciplinary action being commenced, the employee will be informed of the specific nature of the conduct that has resulted in disciplinary action.

The following non-exhaustive list gives examples of conduct relating to work and work performance that may result in disciplinary action including:

- Persistent unauthorised lateness or absence from work
- Negligent use or care of the Employer's property that would risk loss or damage
- Disregarding prescribed procedures such as Health and Safety requirements or the Employer's policies
- Failure to obey reasonable instructions

The following non-exhaustive list gives examples of unacceptable or inappropriate behaviours including:

- Smoking outside authorised areas
- Unreasonable standards of dress or personal hygiene

The following non-exhaustive list gives examples of gross misconduct. Other actions of a similar nature may also render an employee liable to summary dismissal. Examples include:

- Criminal offences incompatible with continued employment, eg theft or misappropriation of monies or property belonging to the Employer, its employees or third parties
- Falsification of records or knowingly making false statements
- Serious incapability to perform duties in a safe and efficient manner due to the influence of alcohol or illegal drugs
- Taking or provoking unlawful discriminatory action, serious bullying or harassment
- Serious negligence which causes or might cause injury to people or loss of, or damage to, property
- Serious infringement of Health and Safety rules
- Bringing the name and reputation of the Employer into serious disrepute
- Committing physical assault, violent or insulting behaviour
- Serious insubordination or wilful failure to obey a reasonable management instruction
- Serious breach of confidence (subject to the Public Interest (Disclosure) Act 1998)
- Serious breaches of Data Protection Act 1998
- Failure to follow the Employer's procedures
- Knowingly breaching any legal requirement in relation to your employment
- Being absent without leave (unauthorised absence)
- Harassing or victimising anyone contrary to the Equality Act 2010

## **THE DISCIPLINARY PROCESS**

### ***Investigation***

An investigation will take place into any matter dealt with under this procedure before any action is taken. This may involve holding an investigatory meeting with the employee and/or relevant witnesses. Investigatory meetings will not in themselves lead to disciplinary action. There is no right to be accompanied at investigatory meetings.

### ***Suspension***

In certain circumstances, for example, in cases involving gross misconduct, consideration should be given to a brief period of suspension, with pay, whilst the investigation is carried out. Such a suspension should only be imposed in special circumstances and should not be unnecessarily protracted. The Chief Executive will determine these cases in close consultation with the Line Manager. Any such suspension will not be considered as disciplinary action.

### ***Notification***

If following an investigation, the Employer considers that there is a case to answer, the Employer will advise the employee concerned, in writing, of the:

- alleged breach of conduct or poor performance and possible consequences if they are upheld,
- invite the employee to a hearing to discuss the allegations, giving details of the time and venue of the hearing
- include copies of written evidence to be considered at the hearing, and
- confirm the employee's right to be accompanied at the hearing.

Notification of such meeting and the provision of statements will be given as early as possible in order to allow time for preparation and, in any event, not less than 48 hours before the hearing.

### ***Right To Be Accompanied***

At a formal disciplinary hearing, the employee has a right to be accompanied by a work colleague, a representative of their Trade Union or a lay official, provided they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings.

Details of this person should be conveyed to the Adjudicating Officer no less than one working day before the hearing.

The companion may address the hearing to put and sum up the employee's case, respond on behalf of the employee to any views expressed at the hearing and confer with the employee during the hearing. The companion does not, however, have the right to answer questions on the employee's behalf, address the hearing if the employee does not wish it or prevent the Employer from explaining their case.

### ***Mediation***

In some circumstances the employer may consider it appropriate to use a third party mediator to resolve a dispute or grievance. The mediator's role is to take charge of the process in order to come to a resolution.

They may be used in the following situations; however, this is a non-exhaustive list:

- Where there is conflict between colleagues carrying out similar work or between Line Managers and their staff.
- At any stage of a formal procedure or where mediation is included as part of the process.
- To build a relationship after a formal dispute has been settled.
- To address situations such as, communication problems, bullying, harassment and relationship breakdown.

### ***Disciplinary Hearing***

If the employee wishes to call any relevant witnesses to the hearing, they must notify the person hearing the appeal, two days in advance of the hearing. The employee will not normally be permitted to cross-examine witnesses.

At the hearing, the Employer will explain the case against the employee and go through the evidence. The employee may then provide their explanation and version of events and may ask questions. The accompanying person may also put questions and confer privately with the individual, but not answer on behalf of the employee.

The Employer will inform the employee in writing of the outcome of the hearing, as soon as is reasonably practicable and normally within five working days of the hearing taking place.

### ***Penalties, Dismissal or Other Sanction***

At the end of the hearing it may be decided that no further action is to be taken, eg if the facts have not been proven. Other than for gross misconduct, no employee may be dismissed for a first breach

of discipline. However, any of the following penalties, which escalate in levels of seriousness, may be outcomes of the disciplinary process depending on the seriousness of the offence and other relevant factors (eg previous disciplinary record):

Stage 1: Formal Verbal Warning	Issued in respect of minor or first offences where the conduct, behaviour or action is not of the required standard, and effective for six months. (Note: the fact that a formal verbal warning has been given will be recorded and will be retained on the employee's file. Informal verbal warnings may be given at any time outside of the disciplinary procedure and need not be recorded)
Stage 2: First Written Warning	Issued if the incident is of a more serious nature or if the conduct or performance following a formal verbal warning continues to be unsatisfactory. This will be retained on the employee's file for 6 months. However, if the employee's conduct has not improved sufficiently at the end of the warning period, the Employer may extend the period of the warning.
Stage 3: Final Written Warning	Issued if the incident is of a very serious nature or if the conduct or performance following a written warning continues to be unsatisfactory (Note: this warning will also make it clear that dismissal may follow a failure to improve). This will be retained on the employee's file for 12 months, subject to satisfactory conduct. If the employee's conduct has not improved sufficiently at the end of the warning period the Employer may extend the period of the warning.
Dismissal	If the incident is of a sufficiently serious nature to warrant dismissal or if the conduct or performance continues to be unsatisfactory following a final written warning.
Other Sanction	As an alternative to dismissal, the final step in the procedure may be an action short of dismissal such as demotion, suspension with or without pay, retraining or loss of scheduled increases in salary.

The Employer may also require some remedial action to be taken by the employee. Remedial action may include giving an apology, making payment for damaged or lost property, undertaking training or counselling or such other action considered appropriate to prevent further breaches of discipline and improve performance/behaviour etc. Failure to comply with a request to undertake remedial activities may be treated as further breach of discipline.

### ***Appeal***

If the employee decides to appeal against the decision, they must notify the Adjudicating Officer of this intention within five working days of the hearing. The Adjudicating Officer will arrange for a Chief Officer to hear the appeal.

The Chief Officer will arrange for the appeal to be held as soon as practicable and will inform the employee in sufficient time for them to prepare for the appeal and arrange for a work colleague or representative of their Trade Union to accompany them, if desired. The Adjudicating Officer will provide all material evidence to the Chief Officer in sufficient time for this to be considered in advance of the appeal hearing.

At the appeal hearing, the Chief Officer will hear the employee's case and will consider all evidence and circumstances.

Having heard the appeal, the Chief Officer will adjourn the appeal and will consider all relevant information. They may

- Dismiss the appeal
- If new evidence is submitted, direct that a further investigation and disciplinary hearing be conducted
- Confirm the Adjudicating Officer's decision and penalty
- Confirm the Adjudicating Officer's decision and apply a different penalty
- Uphold the appeal

If a further investigation is to be conducted, the employee's Line Manager (or their representative) will carry this out within one week of the appeal and will reconvene the disciplinary hearing, which will be carried out following the procedure detailed above.

The Chief Officer will inform the employee of the outcome of the appeal as quickly as reasonably practicable and will confirm the decision in writing. The decision of the appeal will be final.

### ***Duration of Warnings***

For the purpose of establishing whether previous disciplinary records should be taken into account for further breaches of disciplinary rules, and subject to the exceptions in the section Penalties, Dismissal or other Sanction above verbal warnings will be disregarded after six months, written warnings after six months and final written warnings after twelve months.

### ***Notice of Termination***

Where an employee is dismissed, they will be entitled to the notice detailed in the contract of employment (except in cases of gross misconduct).

### ***Records***

Records will be kept detailing the nature of any breach of disciplinary rules or unsatisfactory performance, the employee's defence or mitigation, the action taken and the reasons for it, whether an appeal was lodged, its outcome and subsequent developments. The records will be kept confidential and retained in accordance with the disciplinary procedure and Data Protection Act 1998.

### ***Failure to Attend a Disciplinary Hearing***

If an employee does not attend a disciplinary hearing or an appeal, it will be adjourned to another suitable date. If the first or any subsequent hearing or appeal date is adjourned but the employee fails to attend on the second or any subsequent occasion then a decision will be taken IN THE ABSENCE OF THE EMPLOYEE unless the reason for absence is notified to and accepted by the person or persons hearing the case (acting reasonably), prior to the hearing.

## **SECTION 5: DISMISSAL PROCEDURE**

### **1. PURPOSE AND SCOPE**

1.1 This procedure sets out the steps that will be followed when the Employer is contemplating the dismissal of any employee (in circumstances where the dismissal is not specifically covered by another of the Employer's procedures). Please note that this procedure does not apply to situations where a warning is the only action being considered or to dismissal by reason of retirement, which will be covered under Section 22 (Retirement Procedure) of this Handbook. It will apply where certain action short of dismissal is considered, such as demotion or reallocation of duties, where such action is imposed as an alternative to dismissal.

1.2 This procedure is non-contractual.

### **2. WHEN DOES THIS PROCEDURE APPLY?**

2.1 Subject to paragraph 2.2 below, this procedure will in principle apply when the Employer has reason to consider dismissing an employee on the grounds of:

- (a) absence from work;
- (b) redundancy, unless one or two specific exemptions apply (ie the sudden closure of the business, or multiple redundancies where the collective consultation obligations arise);
- (c) non-renewal of a limited term contract (ie a fixed term contract); or
- (d) some other substantial reason unless a specific exemption applies (eg dismissing employees and offering to re-engage them on different terms).

2.2 Conduct and capability issues will ordinarily be dealt with in accordance with the Disciplinary Procedure set out in Section 4 (Disciplinary Policy) of this Handbook. Absence from work and redundancy will usually be dealt with under this procedure amended as appropriate to take into account that such matters will, by their nature, require adjustments to the standard procedure. The employee will be notified, at the time, of any amended procedure to be followed in such circumstances.

### **3. THE PROCEDURE**

There are three stages to the procedure:

#### **(a) Stage One**

The employee will be advised in writing of the proposed dismissal and the reasons that led to the proposal. The employee will be invited to a meeting to discuss the proposal. Prior to any meeting, the employee will be given a reasonable opportunity to consider their response to the proposed dismissal.

#### **(b) Stage Two**

At the meeting, the employee will be given the opportunity to discuss the proposed dismissal and any points they may want to raise in respect of the proposed dismissal. The employee will then be informed in writing of the outcome of the meeting and the employee's right to appeal against that decision.

(c) **Stage Three**

An employee who wishes to appeal against a decision to dismiss should inform their Line Manager within five working days. The employee will then be invited to attend an appeal hearing. A Chief Officer will hear all appeals and their decision is final. After the appeal, the employee will be informed of the appeal decision. For more details on the right to appeal, please refer to item 5 below.

**4. RIGHT TO BE ACCOMPANIED**

4.1 You have the right to be accompanied at any hearing (including an appeal hearing) by a single companion who is either:

- (a) a work colleague; or
- (b) a full time official employed by a trade union; or
- (c) a lay official, provided they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings.

4.2 Your representative has the right to explain and sum up your case, and to respond to any views expressed at the hearing. Your representative may not answer questions on your behalf. If your representative cannot attend on the date set for the appeal, then the appeal can be postponed for up to five days and (at the Employer's discretion) may be postponed for longer.

**5. RIGHT OF APPEAL**

5.1 You may appeal against the decision to dismiss you by informing your Line Manager within five working days of the dismissal.

5.2 All appeals must set out the grounds on which you are making the appeal.

5.3 You will be invited to an appeal hearing and you have the right to be accompanied at that hearing (and you will be notified of that right when you are invited to the appeal hearing). The appeal hearing will reconsider the original decision. You will have an opportunity to put forward, should you so wish, the following:

- (a) new evidence which was not available during the first hearing; and/or
- (b) complaints of a flaw in the original decision-making process, such as the failure to follow procedures or the failure to give you a fair hearing.

5.4 The outcome of any appeal will be confirmed to you in writing and will take one of two forms:

- (a) the original decision may be upheld, in which case the dismissal will be confirmed; or
- (b) the original decision may be overruled, in which case the decision to dismiss will be rescinded.

5.5 There is no further right of appeal from the decision of the Chief Officer.

## **SECTION 6: GRIEVANCE POLICY**

### **GENERAL**

The Employer seeks to encourage a positive working environment that will enhance the motivation, satisfaction and productivity of employees. However, the Employer recognises that issues will arise in the workplace and it wishes to resolve employees' grievances speedily, effectively and fairly.

The aim of this grievance procedure is to give employees a consistent and fair method to highlight and seek resolution of issues arising during the course of their employment.

### **MEDIATION**

In some circumstances the employer may consider it appropriate to use a third party mediator to resolve a dispute or grievance. The mediator's role is to take charge of the process in order to come to a resolution.

They may be used in the following situations; however, this is a non-exhaustive list:

- Where there is conflict between colleagues carrying out similar work or between Line Managers and their staff.
- At any stage of a formal procedure or where mediation is included as part of the process.
- To build a relationship after a formal dispute has been settled.
- To address situations such as, communication problems, bullying, harassment and relationship breakdown.

### **GRIEVANCE PROCEDURE**

If an employee has a complaint or concern in relation to their employment, the issue should be raised on an informal basis with their Line Manager as soon as possible. In the event that there is no resolution at this stage, then the grievance procedure should be started to formally address the matter.

If a grievance relates to a disciplinary decision, then the disciplinary appeals procedure will apply (see Section 4 above).

For allegations of sexual, racial or disability harassment, the employee should initially make any complaint to their Line Manager, unless they are the subject of the allegation, in which case the employee should approach a more senior officer.

At all formal stages of the procedure, the employee has the right to be accompanied by a work colleague, a representative of their Trade Union or a lay official, provided they have been certified in writing by their union as having experience of, or as having received training in, acting as a worker's companion at disciplinary or grievance hearings, such details being provided to the Line Manager at least 24 hours in advance.

### **INITIAL HEARING**

If the employee has been unable to resolve their grievance on an informal basis, then they should raise the matter formally, in writing, with their Line Manager, explaining the nature and grounds of their grievance.

A meeting will be arranged with the Line Manager as soon as possible. If the grievance involves the Line Manager, another manager not connected with the grievance may be appointed to hear the grievance.

Details of the allegation will be heard and questions asked. Notes will be taken and provided to the employee at the earliest convenience. The employee may be asked to verify the contents and amend as necessary. Should the two parties fail to agree on the minutes, then the employee will be asked to produce a list of areas they consider inaccurate and both will be held as disputed records of events, however the Employer reserves the right to use them for further investigations.

## **INVESTIGATION**

Following the hearing a full investigation will be made. During the investigation, other employees may be questioned, and witness statements taken. Further meetings may be held with the employee to consider details, facts or views.

Should the allegation be against a line manager or colleague it may be necessary to separate the two parties during the investigation. This will depend on the length of time the investigation is likely to take, the impact on other employees, the impact on the business performance and the seriousness of the allegation. If this should occur either or both parties may be suspended on full pay, normally for no more than 15 working days. In all instances, the implications will be considered and consultation will occur before actions are taken.

A reply containing a decision on the resolution of the grievance will be communicated to the employee, in writing, as soon as possible after the investigation has concluded and copied for retention on file. This will normally be within 15 working days of the date of the hearing. If this is not possible, the reason for the delay and the expected date by which a decision, may be expected will be communicated to the employee, in writing as soon as possible. The employee will also be notified of the right of appeal.

If, as a result of the investigation, the investigating officer decides that an act has occurred contrary to the interests of the individual or the Employer and is of sufficient seriousness to merit disciplinary action, this decision must be forwarded to a Chief Officer for consideration of further action.

## **APPEALS PROCEDURE**

In the event of the employee not being satisfied with the decision, they may lodge an appeal within 5 working days of being informed of the decision. A more senior manager will hear the appeal.

The senior manager will hold a meeting with the employee to confirm the grounds of the appeal. The senior manager will consider all information relating to the grievance investigation and will inform the employee of the outcome in writing within seven days of the date of the meeting.

The decision of the appeal will be final.

## **DISCIPLINARY AND GRIEVANCE**

In cases where the employee raises a grievance during the disciplinary process, the disciplinary process will be suspended temporarily so that the grievance can be dealt with first. If a grievance and disciplinary case is connected, both issues will be dealt with side by side.

## **SECTION 7: EQUAL OPPORTUNITIES POLICY**

### **POLICY**

It is the policy of the MLC to provide equal opportunities for all employees. The Company will also take every action possible to avoid discrimination on the grounds of sex, sexual orientation, gender reassignment, race, religion and belief, disability, age, or marriage and civil partnership. To uphold this policy, the Company will undertake the following:

### **IN RECRUITMENT**

- Ensure that there is no discrimination shown to applicants coming for interview for new appointments, temporary or contract work.
- Ensure that job titles are not sex biased and are accurate.
- Avoid unnecessary job criteria in person specifications when recruiting new employees.
- Check that job requirements are really necessary to do the job and are not a reflection of traditional practices that may be operating to the disadvantage of men or women, minorities, the disabled or younger or older people.
- Guard against sex/race stereotyping, particularly in illustrations, advertisements and recruitment literature.
- Ensure that recruitment methods used are fair to all potential applicants and advertised in the most appropriate way to reach applicants with the right qualifications. Ensure that no age or age inference is stated in recruitment advertising.
- Not use age as a discriminator in recruitment and selection.
- Recruit and retain employees whose skills and experience are appropriate to the job regardless of their age.
- Ensure that only trained or suitably experienced interviewers conduct preliminary selection interviews.
- Ensure that interviewers avoid questions that could be construed as discriminatory.
- Maintain clear interview notes and records of all applicants.

### **TRAINING AND PROMOTION**

- Check that all staff are being trained and developed and have the same opportunities for advancement within the Company.
- Not use age as a discriminator in training and promotion decisions.
- Examine selection criteria for training and promotion opportunities to ensure they do not indirectly discriminate.
- Monitor the progress of all trainees against the equal opportunities policy and its requirements.
- Ensure that equal standards are being operated when undertaking performance reviews and assessments.
- Where appropriate encourage all staff to put themselves forward for training and promotion.

## **DISCRIMINATION AND HARASSMENT**

- Investigate all complaints of discrimination and harassment thoroughly however minor they may be considered to be at first sight.
- Take disciplinary action against any employee found to have discriminated against another employee on the grounds of sex, sexual orientation, gender reassignment, race, religion and belief, disability, age, or marriage and civil partnership.
- Take disciplinary action against any employee found to have harassed another employee on the grounds of sex, sexual orientation, gender reassignment, race, religion and belief, disability, age, or marriage and civil partnership.

## **PUBLICATION OF THIS POLICY**

- Ensure that all employees, especially new employees and those in positions of authority are made aware of this Policy.

*Signed:*

*David Thomas  
Chief Executive*

*Date: 30<sup>th</sup> June 2017*

## **SECTION 8: HARASSMENT POLICY**

### **POLICY**

#### ***Harassment***

Harassment is *"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"*.

Whilst sexual harassment is a significant workplace problem, it is one of many types of harassment at work. People can be subject to harassment on a wide variety of grounds including:

- Their race
- Their sex, sexual orientation or gender reassignment
- Their religion, religious belief or similar philosophical belief
- Their willingness to challenge harassment, leading to victimisation
- Their disabilities
- Their age

This list is not exhaustive. Anyone who is perceived as different, or who is in a minority, or who lacks organisational power, runs the risk of being harassed. Thus, health, physical characteristics, personal beliefs and numerous other factors may lead to harassment, and this can occur between people of the same sex or the opposite sex.

#### ***Forms of Harassment***

Harassment may also take many forms. It can range from extreme forms such as violence and bullying, to less obvious actions like ignoring someone at work. Whatever the form of harassment, it will be unwanted behaviour which is unwelcome and unpleasant. Forms of harassment may include:

- Physical contact ranging from touching to serious assault
- Verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, and letters
- Visual display of posters, graffiti, obscene gestures, flags and emblems
- Isolation or non-co-operation at work, exclusion from social activities
- Coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- Intrusion by pestering, spying and following.

This list is not exhaustive.

Employees can be subject to fear, stress and anxiety, which may put great strains on personal and family life. Harassment can lead to illness, increased absenteeism, an apparent lack of commitment, poor performance and even resignation. All these have a direct impact on organisational effectiveness.

### ***Policy Statement***

This Company will not tolerate any form of harassment amongst employees. If any employee is found guilty of harassing another, disciplinary action will be taken, which could lead to dismissal. In cases of serious harassment, criminal action may be taken against the perpetrator.

It is the duty of all Supervisors and Managers to uphold this policy and to report any known actions of harassment to a Director immediately. All employees are responsible for their own behaviour under the policy and for discouraging any form of harassment.

### ***Making Complaints of Harassment***

Any employee who considers they have been harassed, including harassment by a third party, should make their complaint to a senior member of management. Any complaint will be treated in confidence and, if preferred, may be raised on behalf of the complainant by a colleague. However, if formal action is to be taken against the perpetrator, it will be necessary for a senior member of management to speak to the complainant directly in order to ensure that the facts are correct.

In the event of the complaint being made against a third party, management will conduct a full investigation into the complaint and the employee will be advised of the outcome. If appropriate, the third party's employer will be contacted and advised of the matter.

### ***Dealing with Complaints***

When a complaint has been made, it will be thoroughly investigated by a Director as quickly as possible. The rights of the alleged perpetrator as well as those of the complainant will be protected. All parties will have the right to be represented and accompanied by a fellow employee at any investigation meetings. Confidentiality will be upheld throughout all investigations to protect all concerned. A Director will be responsible for deciding what action should be taken against any employee found guilty of harassment.

### ***Advice and Counselling***

Where necessary, a person who has complained of genuine harassment will have access to someone who can give them sympathetic, informed advice and counselling. Depending on the severity of the harassment, this may involve internal members of senior management or the use of external professional counsellors. Where appropriate, counselling may also be given to individuals whose behaviour has been found unacceptable. If the counsellor is someone from within the Company, that person will not be part of the formal investigation procedure.

*Signed:*                      *David Thomas*  
   *Chief Executive*

*Date: 30<sup>th</sup> June 2017*

## **SECTION 9: STRESS POLICY**

### **INTRODUCTION**

The Employer's Stress Policy has been developed to protect its employees and workers. The policy covers all employees, contractors and students on work placement. Failure to comply with this policy may lead to disciplinary action being taken.

### **DEFINITION OF STRESS**

Stress is defined by the HSE as:

“An adverse reaction people have to excessive pressure or other types of demands placed on them.”

The Employer wishes to make it clear that 'stress' is not the same as 'pressure'. Pressure can be motivating and challenging, and improve performance. Stress is something that is negative and poses a risk to an employee's health.

### **THE EMPLOYER'S OBLIGATIONS**

The Employer acknowledges that it has a duty of care to the health and well-being of its employees. The Employer will treat stress in the same way as any other health hazard and assess risks to mental health and well-being when necessary. Where an employee becomes disabled through a stress-related illness, the Employer will make reasonable adjustments where practicable. The Employer acknowledges that it should act reasonably to prevent risks that are reasonably foreseeable. Any recording of information will conform with the latest data protection regulations.

### **POLICY STATEMENT AND COMMITMENT**

The Employer recognises that stress, especially chronic stress, can be a considerable risk to both physical and mental health. This policy explains the action it is taking as an employer with regard to stress-related problems in the workplace. The aim is to prevent stress-related problems from occurring if possible, but also to state what will be done if there are employees experiencing stress-related problems.

The Employer is committed to promoting a good, supportive and healthy working environment.

### **BENEFITS**

The following benefits may result from implementing the Stress Policy:

- Improved working climate and culture
- Greater openness about sources of pressure at work at all levels
- Better awareness in all employees of stress-related issues
- Better work-life balance for all employees
- Greater consistency of approach from managers in dealing with stress
- Earlier identification of stress-related problems
- Improved stress risk management skills in management
- Overall reduction in key stress indicators
- Improved and better-utilised support services.

## **RISK ASSESSMENT AND MANAGEMENT**

### ***The Role of Management***

Management has a critical role in minimising and managing stress risks. They will receive training to give them the skills and knowledge to be able to implement this policy; all managers will be required to attend this training. The training courses will cover prevention of stress and mental health problems at work, monitoring of stress at work and development of action plans to tackle work-related stress. Management also has a critical role in offering support to employees, and in facilitating support from elsewhere as necessary. Managers are not expected to take on the role of Counsellors. However, managers will be expected to use good communication skills in their tackling of stress-related issues. Managers are expected to be consistent in their approach to stress-related absence, and to refer employees to relevant supports services when necessary.

Managers should be aware of employees' training and development needs, especially when an employee is taking on a new or changed role.

Managers are encouraged to maintain good communication at all times, and this should be "face-to-face" communication whenever possible. Good communication reduces unnecessary uncertainty and prevents stress, especially during organisational change. Positive feedback is encouraged and any criticism should be constructive. Managers should seek to consult and involve staff at the earliest appropriate stage in decisions that affect them.

Managers should monitor and review workloads to ensure that they do not become excessive.

Managers should manage poor performance and attendance effectively in order to prevent unnecessary pressures on colleagues in teams.

Managers should not regard stress as a weakness, and should encourage open discussion of stress-related problems.

Managers should adopt an "open-door" policy. This enables managers to be more approachable and will assist them in identifying stress-related problems at an early stage, allowing early intervention.

Managers should be clear about roles and responsibilities of staff.

Managers should not hesitate to seek support from their Line Manager if in any doubt about what to do about a stress-related issue. Managers should never ignore such issues if they have a concern.

## **MANAGEMENT OF STRESS-RELATED ABSENCE**

Managers should be aware that absence may indicate underlying stress problems. Managers should use the opportunity of return-to-work interviews to discuss stress-related problems when appropriate. When an absence is stress-related, an early referral to Occupational Health is essential.

## **SUPPORT FOR MANAGERS**

All managers will receive appropriate training in order to implement this policy. Its main aim will be to assist managers in identifying stress-related problems and to minimise associated risks.

Managers should not hesitate to seek advice and/or support if they feel they need it.

Managers should also be aware of all other relevant policies in this Handbook. Such awareness enables better planning and decision making.

Managers need also to be aware of support services available to employees, of how to refer employees and of how employees can self-refer.

### **EMPLOYEES' RESPONSIBILITIES**

Management has a responsibility for managing excessive workplace pressures. However, individual employees also have a clear responsibility to themselves and others to minimise excessive pressures and demands by behaving responsibly, acting reasonably and reporting any concerns regarding stress to managers. Managers cannot be expected to act on stress-related problems if they don't know about them. Employees should avoid unnecessary absence. Excessive absence puts additional pressure on colleagues that may lead to those colleagues experiencing stress.

### **SUPPORT FOR EMPLOYEES**

Lack of skills, in a new role for example, can cause stress, and employees should not hesitate to approach managers to discuss training and development needs at any time.

Employees should not hesitate to seek support at any time.

Where employees are experiencing stress that is having a significant effect on their health and well-being, the Employer will support and work with the employee to look at all reasonable adjustments in order to minimise risk and facilitate a successful return to work.

### **WORKING RELATIONSHIP**

Good, supportive working relationships have a buffering effect against stress. Managers should be supportive, and all employees are encouraged to be supportive of each other. Poor working relationships have the opposite effect and can be a cause of stress. Bullying and harassment in particular can cause severe stress. Employees should report cases of bullying or harassment in line with the Bullying and Harassment Policy set out in Section 8 of this Handbook.

## **SECTION 10: MATERNITY**

If you become pregnant whilst employed by the Company you should inform your Manager in writing as soon as you have had the pregnancy confirmed. As soon as is practicable, but no later than the end of the fifteenth week before the Expected Week of Childbirth (EWC), you must also provide a certificate of expected childbirth (form MAT B1) or equivalent document signed by your doctor or registered midwife. You will be entitled to fifty-two weeks Maternity Leave, which can commence at any time after the eleventh week before the EWC.

You will also be entitled to reasonable paid time off for antenatal care which has been recommended by a doctor, midwife or health visitor. You may be required to show evidence of these appointments except for the first appointment.

You are required to notify the Company in writing no later than the fifteenth week before the EWC of the date on which you intend to start Maternity Leave. Should you wish to change the date you intend to start Maternity Leave you are required to give the Company at least twenty-eight days' notice of the revised date.

On receipt of your notification of the date you intend to commence Maternity Leave the Company will acknowledge your notification within twenty-eight days, advising you of the date on which you will be expected to return to work. Should you wish to change the date you intend to return from Maternity Leave, you are required to give the Company at least eight weeks' notice of the revised date.

Statutory Maternity Pay (SMP) is payable for a thirty-nine week period from the commencement of your Maternity Leave. For the first six weeks, SMP is paid at 90% of your average weekly earnings, followed by a further thirty-three weeks at a rate set by the Government. To be eligible for SMP, you must have been employed for twenty-six weeks at the fifteenth week before the EWC and you must be earning more than the lower earnings limit for National Insurance contributions. If you do not qualify for SMP, you may be eligible for the State Maternity Allowance (SMA).

### **Keeping in Touch Days**

During your maternity leave you are entitled to complete up to ten 'keeping in touch' days without affecting your maternity leave or pay. These days may be used to undertake work or training but can only be taken with agreement between you and the Company. Should you require any further information regarding 'keeping in touch days' you should contact your Manager.

## **SECTION 11: ADOPTION LEAVE**

If you are notified by an approved Adoption Agency of a match with a child or children you are entitled to Adoption Leave. If a couple adopt jointly, one of them can take Adoption Leave and the other can take Paternity Leave.

Adoption Leave may last up to fifty-two weeks. Ordinary Adoption Leave lasts for twenty-six weeks and Additional Adoption Leave lasts for a further twenty-six weeks. To be entitled to Adoption Leave you must have twenty-six weeks continuous service at the end of the week in which you are notified of being matched with a child. You must have notified the employer of your acceptance of the placement and agreed date. To change the date of your Adoption Leave you must give the Company at least twenty-eight days notice. You must notify the Company as to when the child is expected to be placed for adoption and the date you want leave to begin. This must be given no later than seven days after being notified of having been matched with the child. The Company may request evidence of the entitlement to Adoption Leave.

Statutory Adoption Pay (SAP) lasts for thirty-nine weeks and is paid at the statutory weekly rate, which is the lower rate of statutory maternity pay. You must complete the Form SC4 to receive adoption pay, which can be obtained from your Manager. If you are not entitled to adoption pay, the Company will give you a SAP1 Form which will explain the reasons why.

## **SECTION 12: PATERNITY/PARENTAL LEAVE**

### **POLICY**

#### **PATERNITY**

##### **Antenatal Appointments**

Expectant fathers or the partner of a pregnant woman (including same sex) is entitled to take unpaid time off work on up to two occasions for a maximum time period of 6.5 hours on each occasion to attend antenatal appointments.

You may be required to make a written declaration of the date and time of the appointment, that you qualify for unpaid leave through your relationship with the expectant mother, that the time off is to attend an ante-natal appointment and that the appointment has been made on the advice of a registered medical practitioner, nurse or midwife.

##### **Paternity Leave**

If you are the natural or adoptive father of a child, you will have the right to take up to two weeks paid Paternity Leave. To qualify for Paternity Leave, you must have been continuously employed for twenty-six weeks in the fifteenth week before the Expected Week of Childbirth (EWC), or ending with the week in which you are notified of being matched for adoption. You must self-certify your wish to take Paternity Leave during or before the fifteenth week before the EWC or no later than seven days after being notified of having been matched with the child in the case of adoption, or as soon as is reasonably practicable using Form SC3, which can be obtained from your Manager. This advises the Company when you would like to take leave, and for how long.

You can change your mind about when you start leave and for how long, but you must give the Company twenty-eight days notice, or as much notice as is reasonably practicable of such a change. Paternity Leave is for one or two consecutive weeks and cannot be taken in odd days. Paternity Leave should be taken within eight weeks from the child's birth or placement.

Statutory Paternity Pay (SPP) is paid for a maximum of two weeks. You must give at least twenty-eight days notice (in writing if required by the Company) of the date you wish SPP to commence. The rate of pay is the rate set by the Government which is the same as the lower rate of Statutory Maternity Pay. To be eligible for Paternity Pay your average weekly earnings must be at least equal to the lower earnings limit for National Insurance Contributions.

##### **Adoption Leave and pay**

If you are notified by an approved Adoption Agency of a match with a child or children you are entitled to Adoption Leave. If a couple adopt jointly, one may take adoption leave and the other parent may be able to take paternity leave. Adopters maybe entitled to shared parental leave.

You will be entitled to fifty-two weeks of adoption leave from day one of employment. Ordinary Adoption Leave lasts for twenty-six weeks and Additional Adoption Leave lasts for a further twenty-six weeks. You must have notified the employer of your acceptance of the placement and agreed date. To change the date of your Adoption Leave you must give the Company at least twenty-eight days notice. You must notify the Company as to when the child is expected to be placed for adoption and the date you want leave to begin. Adoption leave can start on the day the child is placed for adoption, or up to 14 days earlier. The Company may request evidence of the entitlement to Adoption Leave.

Employees who take adoption leave will also qualify for statutory adoption pay, provided that they have 26 weeks' service calculated as at the week in which notification of matching was given by the adoption agency and have average weekly earnings not less than the lower earnings limit for national insurance contributions. Statutory adoption pay is payable for up to 39 weeks. In relation to adoption pay periods beginning on or after 5 April 2015, statutory adoption pay is payable at 90% of normal earnings for the first six weeks, following which it is payable at the rate set by the Government for the relevant tax year (or 90% of normal earnings, if that is lower than the Government's rate).

Parents who will become the legal parents of a child under a surrogacy arrangement are entitled to take statutory adoption leave if the child's expected week of birth begins on or after 5 April 2015. Local authority foster parents who are also prospective adopters (foster to adopt) are entitled to take ordinary adoption leave in relation to children matched for adoption on or after 5 April 2015.

### **Time off to attend adoption appointments**

Employees who are adopting a child are entitled to take time off to attend adoption appointments. An employee adopting a child alone is entitled to take paid time off to attend up to five adoption appointments. Where an employee is part of a couple jointly adopting a child, the couple can elect for one of them to take paid time off to attend up to five adoption appointments. The other can elect to take unpaid time off to attend up to two adoption appointments. The appointment must have been arranged by or at the request of the adoption agency. The time off must be taken before the date of the child's placement for adoption with the employee.

The Company will ask the individual for proof of the date and time of the appointment and that the appointment has been arranged by or at the request of the adoption agency. In addition, if the employee is adopting jointly, the Company will ask the individual to sign a declaration, to be submitted alongside the documentary evidence, confirming that he/she has elected to exercise his/her right under the Employment Rights Act 1996 to take time off to attend an adoption appointment. The Company will ask for the declaration on the first occasion on which the individual asks for time off to attend an adoption appointment.

### **Keeping-in-touch days**

Employees can agree to work for the organisation (or to attend training) for up to 10 days during their adoption leave without that work bringing their adoption leave to an end and without loss of a week's statutory adoption pay. These are known as "keeping-in-touch" days. Any work carried out on a day shall constitute a day's work for these purposes. Should you require any further information regarding 'keeping in touch days' you should contact your Manager.

### **Transfer of Adoption Leave to Shared Parental Leave**

Shared parental leave enables adopters to commit to ending their adoption leave and pay at a future date, and to share the untaken balance of leave and pay as shared parental leave and pay with their partner, or to return to work early from adoption leave and opt in to shared parental leave and pay at a later date.

Shared parental leave must be taken in blocks of at least one week. The employee can request to take shared parental leave in one continuous block (in which case the organisation is required to accept the request as long as the employee meets the eligibility and notice requirements), or as a number of separate blocks of leave (in which case the employee needs the organisation's agreement).

To be able to take shared parental leave, an employee and his/her partner must meet various eligibility requirements and have complied with the relevant curtailment, notice and evidence requirements. This includes the adopter curtailing his or her adoption leave.

Employees can refer to the organisation's policy on shared parental leave, where they will find full details of the eligibility requirements, as well as instructions as to how the adopter's adoption leave can be curtailed.

## **SURROGATE PARENTS**

Provided you meet the eligibility criteria parents who have a child through surrogacy will be permitted to take ordinary paternity leave and pay, adoption leave and pay and shared parental leave and pay.

Both parents will also be entitled to take unpaid time off to attend two antenatal appointments with the woman carrying the child.

## **SHARED PARENTAL LEAVE AND PAY**

### **Shared Parental Leave**

The Shared Parental Leave and Pay Regulations came into force on 1 December 2014. The options to use the new Shared Parental Leave rights will apply to parents who meet the eligibility criteria, where a baby is due to be born on or after 5th April 2015, or for children who are placed for adoption on or after that date. Employees can therefore give notice of eligibility and the intention to take Shared Parental Leave from January 2015.

To qualify, the mother/adopter must be entitled to, and have given notice to curtail their, maternity/adoption entitlements and must share the main responsibility for caring for the child with the child's father or their partner. For a parent to be eligible to take Shared Parental Leave they must be an employee and they must pass the continuity of employment test. In turn, the other parent in the family must meet the employment and earnings test.

- **Continuity of employment test:** the person must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and is still employed in the first week that Shared Parental Leave is to be taken.
- **Employment and earnings test:** the person must have worked for at least 26 weeks in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold of £30 week in 13 of the 66 weeks.

Where both parents satisfy the continuity of employment test requirement they will both be able to make use of the pot of Shared Parental Leave.

It will be for the mother/adopter to decide whether to just use their maternity/adoption entitlement or use Shared Parental Leave at some point. However, a mother/adopter does not have to have actually ended their maternity/adoption entitlements for Shared Parental Leave to start for their partner. Provided the mother/adopter has given advance notice reducing their maternity or adoption entitlements their partner can start to take Shared Parental Leave. This means their partner could begin to take Shared Parental Leave while the mother/adopter is still on maternity/adoption leave.

Shared Parental Leave may be taken at any time within the period which begins on the date the child is born/date of the placement and ends 52 weeks after that date. An employee is entitled to submit three separate notices to book leave. Leave must be taken in complete weeks and may be taken either in a continuous period, which an employer cannot refuse, or in a discontinuous period, which the employer can refuse. If a request for discontinuous leave is refused then the total amount of leave requested in the notice will automatically become a continuous block unless it is withdrawn.

### **Shared Parental Pay**

Statutory Shared Parental Pay is paid at the rate set by the Government which is the same as the lower rate of Statutory Maternity Pay or 90% of your average weekly earnings (whichever is lower).

If the mother/adopter curtails their entitlement to maternity/adoption pay or maternity allowance before they have used their full entitlement then Shared Parental Pay can be claimed for any remaining weeks.

To qualify for Shared Parental Pay a parent must, as well as passing the continuity of employment test also have earned an average salary of the lower earnings limit for the 8 weeks' prior to the 15th week before the expected due date/matching date. Like Shared Parental Leave the other parent in the family must meet the employment and earnings test.

A copy of the Shared Parental Leave and Pay Policy and Procedure can be obtained from a Chief Officer.

### **Ordinary Parental Leave**

Entitlement to Ordinary Parental Leave is based on two factors. Firstly, you must have been continuously employed for one year at the time of commencing the leave, and secondly, you must be expected to have responsibility for the child.

The Ordinary Parental Leave entitlement is subject to a maximum of eighteen weeks' unpaid leave for each child, including disabled children.

You can choose to take Ordinary Parental Leave at any time up until the child's Eighteenth birthday. Ordinary Parental Leave must be taken in blocks or multiples of one week, except where you are the parent of a disabled child, when you can take the leave in blocks or multiples of one day. In all of these cases the Ordinary Parental Leave is for a maximum of four weeks for each child in any one year. Any leave taken which is less than one week, except in the case of a disabled child, will count as one week.

You must give at least twenty-one days' notice of your intention to take Ordinary Parental Leave. The request for Ordinary Parental Leave, except for leave immediately after the child is born or placed with the family for adoption, can be postponed for up to six months where the Company believes the business would be particularly disrupted if the leave was taken at the time requested by you.

## **SECTION 13: FLEXIBLE WORKING**

All employees who have been continuously employed for twenty-six weeks at the date the application is made and who have not made another application for Flexible Working during the past twelve months, may apply for Flexible Working.

You should make an application in writing to your Manager and can only make one application in any 12 month period. This can be done on Form FW01 which can be obtained from your Manager.

The written request must come from you and must specify the Flexible Working arrangements being requested; whether you are making your request in relation to the Equality Act 2010, for example, as a reasonable adjustment for disability and the proposed commencement date. It must also state what effect, if any, the request will have on the Company and how that might be dealt with. Please also state if any previous applications for Flexible Working have been made and the date of those applications.

On receipt of the application, a meeting will be arranged as soon as practicable to discuss the request. In some circumstances a discussion about your request may take place by telephone. If the Company decides to accept your request without a meeting being necessary, they will write to you as soon as practicable confirming acceptance of your request.

The Company will consider flexible working requests objectively and only refuse them if there are genuine business reasons for doing so. The Company will endeavour to complete the whole process within a 3 month period. If more time than this is needed the Company will, with your agreement, extend this time. Following the meeting or conversation, within a reasonable timeframe, the Company will write to you, either agreeing to a new work pattern and start date, or provide an explanation as to why your application cannot be accepted. Please be aware that new working arrangements are a contractual change to your terms and conditions of employment unless you are notified differently.

There may be instances where a trial period is agreed before a final decision is made or where the new arrangements are for a limited time only. This will be confirmed to you in writing.

Requests will be considered in the order they are received.

You may, if you wish, appeal against the decision made. You should do this within fourteen days of receiving the written notification, following which an appeal meeting will take place within a reasonable timeframe of the appeal being received. The outcome of the appeal will be notified to you in writing.

You have the right to be accompanied at all of the above meetings.

## **SECTION 14: TIME OFF FOR DEPENDANTS**

**IMPORTANT: Employees should note that a dependant need not always be the child of an employee. Guidance on who will be regarded as a “Dependant” is given in the policy below.**

### **GENERAL**

The Employer recognises that unforeseen circumstances requiring immediate attention occasionally arise. To support employees in such circumstances, employees are entitled to take a reasonable amount of unpaid time off for dependants.

### **POLICY**

The Employer’s policy on Time off for Dependants is intended to enable an employee to resolve certain unforeseen, unexpected and sudden emergencies involving a dependant, and to make any necessary longer-term arrangements.

A dependant includes a spouse, child or parent of the employee. It also includes someone who lives in the same household as the employee, for example, a partner or elderly relative (but not a lodger, boarder or employee of the household). It may also include someone who reasonably relies on the employee for assistance where the employee is the primary carer or is the only person who can help in an emergency.

Examples of when time off for dependants may be granted include the following:

- To provide assistance when a dependant falls ill, is injured or hurt. The illness need not necessarily be serious or life threatening
- To assist a dependant when she is having a baby
- To make arrangements for the provision of care for a dependant who is ill or injured, eg, employing a temporary carer or taking a sick child to stay with relatives
- To organise/attend the funeral of a dependant
- To deal with unexpected disruption or termination of arrangements for the care of a dependant
- To deal with an incident involving a child (who is a dependant) during the time when an educational establishment has the care of that child.

There is no service requirement for this entitlement, ie employees are entitled to exercise their right to unpaid time off for dependants from the first day of employment.

There is no express limitation on the amount of time off for dependants that an employee may take. However, it is limited by the fact that it should be “reasonable” and will, therefore, vary depending upon the circumstances. The employee should discuss the circumstances with their Line Manager at soon as possible and agree the amount of time off required.

Abuse of this policy will result in disciplinary action.

There is no entitlement under this particular right to take time off to deal with domestic or other incidents which do not involve a dependant, eg boiler not working, washing machine flooding, taking pet to the vet, etc. Requests for unpaid time off in such circumstances will be dealt with according to each Line Manager’s discretion having regard to the needs and requirements of the business. Alternatively, other forms of leave, such as annual leave, may be agreed if convenient.

## **PROCEDURE**

The employee must advise their Line Manager as soon as is reasonably practicable of the circumstances giving rise to the need for time off for dependants and the expected likely duration. Notification does not have to be in writing but should be recorded.

If the circumstances dictate that further time off work is required, the employee should discuss this with their Line Manager and arrange, if convenient, for further appropriate leave (such as annual leave or parental leave) to be taken.

As time off under this right is unpaid, the appropriate Line Manager must inform the Chief Executive's PA of the number of days an employee has taken as time off for dependants as soon as possible. The Chief Executive's PA will arrange for adjustments to be made to the payroll.

## **SECTION 15: ELECTRONIC MAIL, INTERNET AND TELEPHONE USE POLICY**

The Employer has invested in the necessary resources to ensure that it is able to make the most of the advantages offered by modern electronic communication methods. It is committed to maintaining an up to date capability, and will ensure that all members of staff who will benefit from the use of this facility, will receive ongoing training.

The Internet and email facilities may be used for reasonable personal use, subject to any guidelines laid down by the Chief Executive. Any personal use of the Employer's facilities must not in any way interfere with the performance of your duties for the Employer.

These procedures are to be regarded as a code of conduct for all employees. Failure to observe such procedures may be regarded as misconduct or gross misconduct, and will be dealt with according to the Employer's normal disciplinary procedures. Vandalism of or otherwise intentionally interfering with the Employer's computers/network constitutes a gross misconduct offence and could render the employee liable to summary dismissal under the disciplinary procedure.

### **(1) Use of the Internet**

The Employer's web site has been prepared with care and is intended to convey our role and functions and provide relevant information. All employees are encouraged to give feedback concerning the site and new ideas and inclusions are very welcome. All such input should be submitted to the Chief Executive's Secretary.

All employees may access relevant web sites during the course of their duties to obtain relevant work related information.

No orders may be placed through web site addresses without the specific prior authorisation of a Chief Officer.

No material may be printed or downloaded except for authorised purposes.

The unauthorised downloading or misuse of copyright information may be regarded as a disciplinary offence.

The Employer reserves the right to monitor use of the internet.

Accessing any material, which might be regarded as sexually explicit or offensive on the grounds of race, sex or disability will be regarded as gross misconduct and may lead to summary dismissal. The Employer reserves the right to check files stored on desktop and laptop PCs from time to time.

### **(2) Use of E-mail**

The mailing of any sexually explicit or otherwise offensive material, either internally or externally will be regarded as gross misconduct.

No e-mail may contain any references to other individuals, which might be construed as libellous.

No e-mail may contain information or data, which might be regarded as harassing or insulting.

Any e-mails which are received, which could be considered as sexually explicit or offensive should be deleted immediately. Any employee who receives such material from known sources is responsible for contacting that source in order to request that such communication is not repeated.

E-mail may only be used for the despatch of formal documents such as contracts or proposals with the specific prior authority of a Chief Officer.

If you receive a virus warning via e-mail, you should take no action whatsoever other than informing a Chief Officer immediately.

E-mails sent internally may be written in an informal style, but should be courteous and polite.

E-mails, which are sent to recipients outside of the Employer, should be composed and presented appropriately to reflect the Employer's professional image.

Any 'junk' mail received should be deleted immediately.

Any attachments received within an e-mail must be checked for viruses.

E-mail addresses for all employees will be issued by the Employer and may not be changed without the prior consent of a Chief Officer.

It is a disciplinary offence to access another individual's e-mail facility by using their password without their express permission or that of the Chief Executive.

All e-mail correspondence relating to the Employer's business must be stored or archived appropriately.

The Employer reserves the right to monitor incoming and outgoing e-mails.

E-mail is provided subject to the above provisions of this Policy for business use only and consequently you should be aware that your communications are monitored. The process of monitoring will be notified and made known to you and updated from time to time.

To send or receive material or data that is offensive, abusive, indecent, obscene, threatening or in breach of human or civil rights, copyright, privacy or any other legal rights at any time may be treated as gross misconduct and may result in your summary dismissal.

Use of personal e-mail accounts (other than the e-mail address notified to you) is not permitted on the Employer's equipment.

The Employer reserves the right to monitor employees' e-mails and use of the Internet, both during routine audits of the computer system and in specific cases where a problem relating to excessive or unauthorised use is suspected. The purposes for such monitoring are:

- to promote productivity and efficiency
- for security reasons
- to ensure there is no unauthorised use of the Employer's time eg that an employee has not been using e-mail to send or receive an excessive number of personal communications
- to ensure the smooth running of the business if the employee is absent for any reason and communications need to be checked
- to ensure that all employees are treated with respect, by discovering and eliminating any material that is capable of amounting to unlawful harassment.

Communications of a sensitive or confidential nature should not be sent by e-mail because it is not guaranteed to be private. When monitoring e-mails, the Employer will, except in exceptional circumstances, confine itself to looking at the address and heading of the e-mails. However, where circumstances warrant it, the Employer may open e-mails and access the content. In this case, the Employer will avoid, if possible, opening e-mails clearly marked as private or personal.

The Employer reserves the right to deny or remove e-mail or Internet access to or from any employee.

### **Computer software, games and viruses**

The Employer licences the use of computer software from a variety of outside companies. The Employer does not own this software and, unless authorised by the software developer, neither the Employer nor any of its employees have the right to reproduce it. To do so constitutes an infringement of copyright. Contravention is a disciplinary matter and will be dealt with in accordance with the disciplinary procedure.

The Employer's computer network makes it vulnerable to viruses. Therefore, only duly authorised personnel have the authority to load new software onto the network system. Even then, software may be loaded only after having been checked for viruses by authorised personnel. Any employee found to be contravening this will face disciplinary action under the disciplinary procedure.

Employees may only access any computer games that are on the network outside their normal working hours.

### **Telephone misuse**

The Employer's telephone lines are primarily for the exclusive use by employees in connection with the Employer's business. Whilst the Employer will tolerate essential personal telephone calls concerning an employee's domestic arrangements excessive use of the telephone for personal calls is prohibited. This includes lengthy, casual chats and calls at premium rates. Not only does excessive time engaged on personal telephone calls lead to loss of productivity, it also constitutes an unauthorised use of the Employer's time. If the Employer discovers that the telephone has been used excessively for personal calls, this will be dealt with under the disciplinary procedure and the employee will be required to reimburse the Employer the cost of the personal calls made.

Acceptable telephone use should be no more than 15 minutes of personal calls in each working day. Personal telephone calls should be timed so as to cause minimum disruption to the employee's work and should, as a general rule, only be made during breaks except in the case of a genuine emergency.

Employees should be aware that telephone calls made and received on the Employer's telephone network will routinely be monitored and recorded to assess employee performance and to check that the use of the telephone system is not being abused.

### **Use of internet, e-mail and networking sites outside of work**

Use of the internet, e-mail and social networking sites outside of working times is not generally a matter with which the Employer is concerned. However, the Employer would highlight to employees that they may be subject to disciplinary action if, in their use of the internet, e-mails and social networking sites, they make negative or defamatory comments relating to the Employer, their colleagues or other workplace matters. This is particularly so if the nature of any comments are such that they may bring the business in to disrepute.

Depending upon the seriousness of the breach, it may be regarded as an act of gross misconduct, in which case the employee will be liable to summary dismissal without notice.

## **SECTION 16: SMOKING POLICY**

### **PURPOSE**

This policy has been developed to protect all employees, service users, and visitors from exposure to second hand smoke and to assist compliance with the Health Act 2006.

Exposure to second hand smoke, also known as passive smoking, increases the risk of lung cancer, heart disease and other illnesses. Ventilation or separating smokers from non-smokers within the same airspace does not completely stop potentially dangerous exposure.

### **POLICY**

It is the policy of the Employer that all of its workplaces are smoke free and that all employees have a right to work in a smoke free environment.

Smoking, including E-Cigarettes, is prohibited throughout the entire workplace except as specified below. This includes the Employer's vehicles. This policy applies to all employees, consultants, contractors or members and visitors.

Smoking, including E-Cigarettes, is permitted in the designated external smoking areas.

### **IMPLEMENTATION**

Overall responsibility for policy implementation and review rests with the Chief Executive. All employees are obliged to adhere to, and facilitate the implementation of the policy.

The Employer shall inform all existing employees, consultants and contractors of the policy and their role in the implementation and monitoring of the policy. They will also give all new personnel a copy of the policy on recruitment/induction.

Appropriate 'No smoking' signs will be clearly displayed at the entrances to and within the premises.

### **NON-COMPLIANCE**

Disciplinary procedures will be invoked if an employee does not comply with this policy. Those who do not comply with the smoking law are also liable to a fixed penalty fine and possible criminal prosecution.

### **HELP TO STOP SMOKING**

The NHS offer the following free services to help smokers give up:

- Local NHS Stop Smoking Services – you are four times more likely to give up smoking with the support of your local NHS Stop Smoking Service and nicotine gum and patches. Call the NHS Smoking Helpline on 0800 1690 169 to find your local service or text 'give up' and your full post code to 88088.
- The NHS Smoking Helpline – you can speak to a specialist adviser or request resources by calling 0800 1960 196 (lines are open daily from 7am to 11pm).

- [www.givingupsmoking.co.uk](http://www.givingupsmoking.co.uk) – an online resource for all the advice, information and support you need to stop and stay stopped.
- 
- Together – this support programme is free to join, and is designed to help you stop smoking using both medical and research as well as insights from ex-smokers. For more information call the NHS Smoking Helpline on 0800 1690 169 or visit [www.givingupsmoking.co.uk](http://www.givingupsmoking.co.uk).

## **SECTION 17: POLICY ON ALCOHOL, DRUGS AND OTHER SUBSTANCES**

### **INTRODUCTION**

The Employer is committed to maintaining healthy, safe and productive working conditions for all its employees. The Employer recognises the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, the Employer aims to ensure a working environment free from the inappropriate use of substances and where its employees are able to carry out their duties in a safe and efficient manner.

This policy is designed to prevent and treat problems created in the workplace by inappropriate alcohol consumption and drug usage.

### **POLICY OBJECTIVES**

To alert all employees to the risks associated with drinking alcohol and using non-medicinal drugs and to promote good practice and a progressive change of behaviour and attitude concerning use.

To encourage and assist employees who suspect or know that they have an alcohol or drug problem to seek help at an early stage.

### **POLICY APPLICATION**

This policy applies to all of the Employer's employees. For the purposes of this policy, the term "drug" includes:

- substances covered by the Misuse of Drugs Act 1971 ("controlled drugs")
- prescribed and over the counter drugs
- solvents and any other substances

This policy shall also be observed by all agencies, contractors, consultants and any other individual working for, or on behalf of, the Employer.

### **THE EXPECTED STANDARDS ARE AS FOLLOWS:**

The consumption of alcohol by employees is inappropriate at any time when working or outside work whenever work performance or travel to or from work will be adversely affected.

The use of drugs by employees is inappropriate at any time when working or outside work whenever work performance or travel to or from work will be affected. Where your doctor prescribes drugs, which may affect your ability to perform your work, you should immediately discuss the problem with your Line Manager.

Dispensing, distributing, possessing, using, selling or offering to buy controlled drugs at work is prohibited. Any such activity (including reasonable suspicion of it) on the Employer's premises will be reported immediately to the police.

If employees attend work related social functions outside of their normal working times they may be seen to be representing the Employer. Accordingly, employees will be under a duty at such events to refrain from drinking excessive amounts of alcohol, using illegal drugs or misusing legal drugs.

Disciplinary action may be taken in relation to any employee who is found to be in breach of these rules.

Any employee who is found to be in breach of these rules, will be liable to instant dismissal on the grounds of gross misconduct under the Employer's disciplinary procedures.

### **MEDICAL EXAMINATION**

If the Employer suspects that there has been a breach of the above provisions, or an employee's work performance or conduct has been impaired through drug or alcohol abuse the Employer will immediately invoke its disciplinary procedure, which may result in the employee's instant dismissal. In investigating the incident, however, the Employer may require the employee to undergo a medical examination to determine the cause of the problem.

If, having undergone a medical examination, it is confirmed that the employee has no underlying drug or alcohol problem, the Employer will continue to deal with the issue under its disciplinary procedure.

If, having undergone a medical examination, it is confirmed that the employee has been positively tested for a controlled drug, or he/she admits to having a drug and/or alcohol problem, the Employer reserves the right to suspend him/her from work on unpaid leave to allow the Employer to decide whether to deal with the matter under the terms of the disciplinary procedure or to require him/her to undergo treatment and rehabilitation.

Where a medical examination is required, the individual will be expected to sign a written consent form. Failure to give consent may lead to disciplinary action being taken. Refusal to undergo a medical examination may also result in the Employer making a decision on how to proceed based on the information that is available to them.

If an employee is offered rehabilitation treatment that is unreasonably refused, or does not lead to an improvement in the situation, then the Employer reserves the right to take disciplinary action. This includes the right to dismiss the employee.

### **ORGANISATIONAL RESPONSIBILITY**

The Employer will endorse this policy and periodically consider the need for review.

Managers will, in respect of employees under their control, promote the policy and ensure its effective implementation; ensure that supervisors understand their responsibilities for action and confidentiality to ensure consistency of approach; be alert to the signs of misuse of alcohol and drugs and deal with individual cases in accordance with this policy.

### **EMPLOYEE RESPONSIBILITY**

The Employer believes that each employee has the responsibility to:

- (a) report for work at all times free of alcohol or other drugs and their effects
- (b) seek and accept assistance for alcohol and other drug abuse related problems before job performance is affected
- (c) co-operate with management in assisting colleagues who have an alcohol or drug use problem.

## **SECTION 18: VEHICLE POLICY**

### **VEHICLES PROVIDED BY THE EMPLOYER**

Subject to holding a current, full driving licence, some employees are provided with access to vehicle for use in the performance of their duties. If you are provided with such a vehicle, this will be set out in Appendix 1 (Statement of Particulars of Terms of Employment) of this Handbook.

Unless otherwise agreed, the vehicle may be used only for business use, and will be subject to such restrictions and upon such conditions (if any) as the Employer may from time to time impose. In particular, the employee is the only person authorised to drive the vehicle. Under no circumstances may any other person drive the vehicle unless the Employer's written consent authorising such person has been given. Where permission is given for private use of a company vehicle a mileage rate will be payable.

The Employer's vehicles may not be used for:

- any business purposes other than those undertaken on behalf of the Employer, including hire and reward of goods or passengers;
- racing, pace making, rally driving or any other competitive event; or

This is not however an exhaustive list and employees with Employer's vehicles are reminded that private use where permitted is subject to reasonableness. Furthermore, modifications should not be made to the Employer's vehicles unless prior authorisation has been sought and granted by the Employer.

Employees are only provided with vehicles at the absolute discretion of the Employer and it may change its rules and procedures on the provision of vehicles at any time and from time to time.

The Employer will pay for the MOT, licensing, insurance, maintenance, repair and servicing of such vehicles (provided repairs and service are not caused by the employee's negligence or wilful default) and when necessary, replacement thereof. However, employees have no contractual right to a replacement vehicle. The Employer will also pay for the cost of petrol/diesel (as appropriate).

Smoking, including E-Cigarettes, is not permitted in any Company Vehicle.

The employee will be responsible for any income tax liability as assessed by HM Revenue & Customs in respect of the use of the vehicle.

The Employee must not permit the vehicle to be taken out of Great Britain without the prior consent of a Chief Officer.

The Employer will retain all documents relating to the registration of the vehicle. However, the employee is responsible for ensuring the vehicle has a valid MOT certificate and a valid licence disc and for ensuring the vehicle is properly maintained and serviced. As stated above, the Employer will generally bear the cost of these matters.

The employee is also responsible for ensuring the vehicle is properly looked after at all times and is responsible for the cleanliness of it, together with its equipment and fittings. The employee must ensure that it is kept in a roadworthy condition, that it conforms with current road traffic legislation and that the provisions and conditions of the policy of insurance relating thereto are observed and that such policy is not rendered void or voidable. The Employer may seek to recoup any losses in

the event of damage caused to the vehicle by the employee's negligence or wilful default. In addition, in such circumstances, the employee is responsible for the excess which is required to be paid which is not recoverable from the insurance company should the vehicle be involved in an accident. The employee accepts that the Employer shall be entitled to deduct the cost of repair of any such damage and/or the cost of the insurance excess from his or her wages/salary and, if this applies, a relevant deduction from pay clause will be set out in the employee's contract of employment.

Personal items are left in the vehicle entirely at the employee's own risk and the Employer does not accept any liability for loss, theft or damage of personal items.

The employee must report to the Employer forthwith:

- vehicle defects
- any road traffic accident in which the employee may be involved whilst driving the vehicle, whether or not that occurred on the Employer's business
- any fixed penalty notice or any order of any court to endorse the employee's driving licence or to disqualify him or her from holding a driving licence, whether or not that consequence occurred whilst driving on the Employer's business
- any other event which results in the employee being ineligible to drive the vehicle.

The employee is responsible for the payment of any and all fines incurred as a result of a motoring offence whilst the vehicle is in the employee's possession, including parking and speeding fines and, if this applies, the employee accepts that the Employer shall be entitled to deduct the cost of any such fines from the employee's wages/salary and a "relevant deductions from pay" clause will be set out in the employee's contract of employment.

Upon request, the employee must provide his or her full driving licence for inspection.

Failure to observe these rules or failure to use the vehicle in a reasonable and responsible manner may result in the Employer withdrawing the use of the vehicle from the employee concerned. In addition, a failure to observe these rules will be regarded as a disciplinary offence and will be dealt with in accordance with the Employer's disciplinary procedure. Depending on the seriousness of the breach, it may constitute potential gross misconduct rendering the employee liable to summary dismissal.

In the event that the Employer suspends the employee from the performance of his or her duties in accordance with the Employer's disciplinary procedure, the employee will not be entitled to the continued use of the vehicle during that period of suspension.

On the termination of the employee's employment, or if he or she ceases to hold a valid and current licence to drive private motor cars, the employee must promptly return or account for the vehicle and deliver up the keys to their Line Manager. If this applies, the employee accepts that his or her failure to do so will entitle the Employer to withhold any outstanding monies/wages due from the Employer to the employee up to the value of the vehicle and a relevant deductions from wages clause to this effect will be set out in the employee's contract of employment.

### **ASSISTED CAR PURCHASE**

Where the Employer has designated in the case of any employee that the provision of a motor vehicle is essential for the performance of their duties and subject in every case to the approval of the Chief Executive, the Employer will, at the request of the employee and subject to completion of such

documentation as the Employer may reasonably require, make a loan to the employee for or towards the purchase of a motor vehicle of such sum, not exceeding the value of the vehicle and on such terms as the Employer may consider appropriate. Such designation shall be made by the Board of the Employer.

### **ACCIDENTS AND THEFT**

In the event of a road traffic accident, the employee should where possible make reasonable endeavours to note vehicle registration numbers of any third party vehicle involved in the accident, as well as names and details of persons involved, and if applicable, any witnesses. A police report should also be made. Likewise, the police should also be notified of any incidents of theft.

### **EXTENDED PERIODS OF LEAVE**

If an employee is granted a period of extended leave by the Employer, then they may be required to return their Employer's vehicle for the duration of their absence.

## **SECTION 19: THE USE OF MOBILE PHONES WHILE DRIVING**

### **INTRODUCTION**

This document sets out the guidelines for using a mobile phone with hands free equipment whilst driving. It should be noted that the use of a mobile phone whilst driving should be avoided wherever possible. **THE LAW PROHIBITS THE USE OF HAND HELD MOBILE PHONES AND SIMILAR DEVICES WHILST DRIVING.**

Hands free equipment will not be issued to all mobile phone users but will be provided to individuals on a business need basis.

This document applies to all employees who use a mobile phone for business regardless of whether it has been supplied by the Employer.

This document does not give permission for a mobile phone to be used whilst driving in all circumstances. It is intended to and should be used to promote safe and responsible use of mobile phones and hands free equipment.

All drivers should also note that they are still liable for criminal prosecution if it is proven that they are not driving with due care and attention or if they are in breach of any other current UK law, even if they are using a phone with hands free equipment.

This document does not cover the use of other electronic devices or new technologies including but not limited to PDA's, laptops etc whilst driving.

A breach of this policy may result in an employee facing disciplinary action. Depending on the seriousness of the incident in question, a breach of this policy could amount to an act of gross misconduct, in which case the employee will be liable for summary dismissal without notice. (For further information, please refer to Section 4 (Disciplinary Procedure) of this Handbook.

Employees are completely prohibited from using a hand-held mobile phone or similar hand-held electronic device whilst driving as part of their job duties, whether this is to make or receive telephone calls, send or read text or image/picture messages, send or receive facsimiles or to access the Internet or e-mail. If any employee is discovered contravening this rule, they will face serious action under the disciplinary procedure. In view of the potential health and safety implications, it may also constitute gross misconduct and could render the employee liable to summary dismissal. If an employee does wish to use a hand-held mobile phone when driving, he or she must stop the car and completely turn off the car's engine before using the mobile phone. A person is regarded as "driving" for the purposes of the law if the engine is running, even if their vehicle is stationary. This means employees must not use a hand-held phone at traffic lights, during traffic jams or at other times when the engine is still running.

### **KEY DEFINITIONS**

#### **Hands free equipment**

- Equipment which enables a phone to be used without being 'held' by the driver
- It should allow the phone to be securely stowed so that in the event of a collision the phone does not become a projectile
- Wired earpieces **are not** considered to be hands free

## **Hand held equipment**

- A mobile phone or similar device that is or must be held at any point during its operation
- Not attached to the vehicle or securely fixed into a cradle

## **Driving**

- When you are physically in control of a vehicle
- If the engine is running regardless of whether you are moving then you are considered to be in control of the vehicle

## **RESPONSIBILITIES**

### **Chief Engineer**

- Ensure that hands free equipment (and the associated mobile phones) installed into the Employer's vehicles is capable of meeting the requirements of this document.

### **Line Manager**

- Ensure that only employees who have a business need for hands free equipment for their role are issued with it
- Where hands free equipment is issued, that the employee has been fully briefed on acceptable use
- Seek to ensure that initiated calls are kept to a minimum

### **Driver**

- When possible avoid the use of mobile phones whilst driving
- Use mobile phones only in accordance with guidelines
- Assess the prevailing road conditions and decide if it is appropriate to have the phone switched on and in use or whether it is safer to utilise voicemail

## **GUIDANCE**

### **Distraction**

Driving (both for personal and business purposes) already exposes individuals to a level of risk. The risk of distraction to the driver is dependent on the individual circumstances such as traffic and pedestrian density, weather conditions, familiarity with the location etc.

Using a mobile phone whilst driving increases the level of distraction and, even with hands free equipment, increases the risk of an accident. It is conversation that is distracting, not just the technology in use. Mobile phones should therefore only be used if it is essential.

Provision of a mobile phone with hands free equipment is not advocating its use in all circumstances, but allowing its use within the following defined guidelines.

## **Making calls**

- **Initiating phone calls should be kept at a minimum.** The action of dialling can in itself be distracting, although one-touch or voice activated dialling systems are available and should be utilised. Planning what you intend to talk about also dilutes your ability to concentrate on driving.
- Think about whether a call needs to be made or whether it is being made for convenience
- Preferably park the vehicle in a safe place and switch off the engine before making a call
- Driver initiated calls should be kept short in duration and should not include participation on a conference call whilst driving.

### **Never:**

- Check voicemail when driving as it involves the use of the keypad to either save or delete messages
- Send SMS messages when driving, as this is illegal and extremely unsafe
- Use a mobile phone when driving without hands free equipment – this is illegal.

## **Answering calls**

- Answering calls should only be done with due regard to the prevailing driving situation and should be kept to a short duration
- Either set your phone to auto-answer or divert calls to your voicemail. Where relevant, update your voicemail to notify callers that you are travelling
- If the road conditions are not appropriate to take calls, if you are driving in heavy traffic or urban areas always forward your calls to voicemail before you commence your journey
- Always tell the caller that you are driving and you would prefer to call them back when you have parked. Always tell them that you are unable to take notes and that calls must be kept to a short duration.

### **Do not answer the phone:**

- In busy road conditions
- When driving in urban areas
- When completing difficult manoeuvres
- Never read or reply to SMS messages when driving, this is illegal and extremely unsafe.

## **During a call**

If you encounter a high-risk driving environment whilst on a call you should end the call informing the caller that you will call them back when it is safe. Examples include:

- A change in traffic density
- A junction
- Change in road layout including roadworks, new roads, new roundabouts or other junctions
- The scene of an accident
- Schools, playgrounds or any other areas when children are present
- Overtaking slow moving vehicles
- Areas with high pedestrian traffic

- Areas where high numbers of elderly or other at risk groups of people are present

### **Do NOT use a mobile phone**

- On the approach to or while negotiating busy junctions
- In or near areas of high pedestrian activity where your speed is likely to be greater than four times that of the pedestrians
- On country roads with limited visibility
- On congested motorways and trunk roads at high speed
- While executing tight or difficult manoeuvres, even at low speed
- In any area where there is a greater than normal likelihood of coming into 'conflict' with any other road users
- Never send or read SMS messages when driving, this is illegal and extremely unsafe

### **RISK ASSESSMENT**

Risk evaluation assessments have been completed over different driver groups to assess the current level of distraction experienced by drivers.

### **KEY DOCUMENTS**

The Road Vehicles (Construction and Use) (Amendment) (No 4) Regulations 2003.

## **SECTION 20: SPEED POLICY**

As part of our overall health and safety policy, the Employer is committed to reducing the risks which its employees face and create when driving or riding for work. We ask all employees to play their part.

Employees driving for work must never drive faster than conditions safely allow and must obey posted speed limits at all times. Exceeding the speed limit is against the law. Persistent failure to comply with the law will be regarded as a serious matter and gross speeding while driving for work will be regarded as a serious disciplinary matter.

Employees who gain penalty points on their licence may be required to take further driver training. The Employer's vehicles may be withdrawn from employees who attain 9 or more penalty points. They will be withdrawn from employees who are disqualified from driving.

We will co-operate with police enquiries resulting from an alleged speeding offence or incident and supply details of the employee (or the driver, if different) to whom the vehicle is allocated.

### **Senior Managers must:**

- lead by example, both in the way they drive themselves and by not tolerating poor driving practice among colleagues.

### **Line Managers must ensure:**

- they also lead by personal example
- employees understand their responsibilities to drive at safe speeds and obey speed limits
- employees plan and undertake journeys at safe speeds and obey speed limits
- work targets, systems of work or performance related methods of pay do not create pressures which lead to the use of speed inappropriately
- work-related road safety is included in team meetings and staff appraisals and periodic checks are conducted to ensure our Speed Policy is being followed
- they follow the monitoring, reporting and investigation procedures to help improve our future road safety performance
- they challenge unsafe attitudes and behaviour, encourage employees to drive safely, and lead by personal example in the way they themselves drive.

### **Employees who drive for work must:**

- never drive faster than conditions safely allow and obey posted speed limits at all times
- ensure they know what the maximum speed limit is for the vehicle they are driving
- plan journeys so they can be completed at safe speeds and without exceeding speed limits
- report road safety problems, including crashes, incidents, fixed penalty notices, summons and convictions for any offence, including speeding, to their Line Manager
- present their licence, and any other documents required, for inspection on request (normally annually)
- co-operate with monitoring, reporting and investigation procedures.

## **SECTION 21: RETIREMENT PROCEDURE**

There is no Company retirement age for male and female employees.

If you wish to discuss retirement, please contact your Line Manager who will arrange an informal meeting.

## **SECTION 22: PROTECTIVE CLOTHING**

It is the Employer's intention that all employees should be adequately protected for the work they have to do.

The Employer will provide and issue to employees as often as may be required such items of safety protective clothing and equipment as are reasonably necessary to protect them from possible personal hazard.

Where the Employer deems it appropriate, protective clothing will be issued.

Employees who have to wear spectacles for optical reasons and whose duties involve tasks where there is a reasonably foreseeable risk of injury to the eyes, shall be provided with prescription safety spectacles approved by the Chief Engineer. The wearing of these spectacles is to be regarded as mandatory while at work. Such employees shall be designated by the Chief Engineer in consultation with the Chairman of the Executive Committee.

When such items of safety protective clothing and equipment or protective clothing have been issued, and become worn out, defective or otherwise unsuitable they will be exchanged by arrangement with the Operations Engineer. Lost items and items damaged due to misuse must be reported at once to your Supervisor who will consider what action to take and in the case of protective clothing whether to authorise replacement. It is a condition of employment that whenever items of safety protective clothing or equipment are provided they must be worn wherever circumstances dictate and in accordance with instructions issued by a superior officer.

## **SECTION 23: PART-TIME EMPLOYEES**

### **GENERAL**

Regular part-time employees shall be subject where appropriate to the terms and conditions of employment set out in this Handbook.

### **DEFINITION**

“Part-time employees” refers to employees who are employed on a regular basis but whose hours of work are less than those prescribed in Section 2.3 of this Handbook. Casual employees and consultants are outside the scope of the Handbook.

### **SALARY SCALES**

Part-time employees will be given a substantive spine point, and receive the appropriate proportion of salary for that spine point.

### **APPORTIONMENT OF SALARIES**

The apportionment rules of Section 2.1.5 of this Handbook shall apply to the salary of each part-time employee, which shall be ascertained by multiplying the substantive salary by the number of hours the employee works and dividing by the number of hours the employee would work were he a full-time employee.

### **HOLIDAYS AND LEAVE**

Part-time employees shall receive annual leave pro rata to their working week, eg a part-time employee who works a three-day week shall receive three fifths of the number of days' leave appropriate to a full-time employee on the same spine point and with the same number of years' service, rounded up to the nearest half day. Likewise, a part-time employee who works five days of each week shall receive the same number of days' leave as a full time employee. In addition, they shall receive such public holidays as occur on days when they would otherwise be at work.

The holiday pay of part-timers shall be apportioned as above.

Any special leave shall be at the discretion of the Employer.

### **SICK LEAVE**

Part-time employees shall receive the same sick leave entitlement as full-time employees, with sick pay apportioned as above.

### **MATERNITY LEAVE**

Part-time employees shall receive the same maternity leave as full-time employees, with payment apportioned as above.

## **SECTION 24: DATA PROTECTION POLICY**

### MIDDLE LEVEL COMMISSIONERS AND ASSOCIATED INTERNAL DRAINAGE BOARDS' DATA PROTECTION POLICY

In the course of your work you may come into contact with or use confidential information about employees or third parties of the Employer and its associated internal drainage boards. The Data Protection Act contains principles affecting personal data.

The purpose of this Policy is to ensure that you do not breach the Act. You should be aware that you could be criminally liable if you knowingly or recklessly disclose personal information other than in compliance with the Act. A serious breach of data protection is also a disciplinary offence and is likely to constitute gross misconduct.

Set out below is the code of practice on data protection, on behalf of the Middle Level Commissioners and the internal drainage boards listed in Schedule 3 to this document, which accords with the Data Protection Act 1998. This Act came into effect on 1 October 2001. It relates to all personal data whether held in written or electronic form. The Commissioners and Boards are referred to in this document as "the authorities".

#### **1 Introduction**

**1.1** The authorities need to process certain information about their ratepayers, officers, members, employees, suppliers and other individuals ("data subjects"). In so doing, they must comply with the Data Protection Act 1998 ("the Act"). The Act contains eight basic principles. These state that personal data must:

- 1.1.1 be obtained and processed fairly and lawfully and shall not be processed unless certain conditions are met.
- 1.1.2 be obtained for a specified and lawful purpose and shall not be processed in any manner incompatible with that purpose.
- 1.1.3 be adequate, relevant and not excessive for those purposes
- 1.1.4 be accurate and kept up to date.
- 1.1.5 not be kept for longer than is necessary for that purpose.
- 1.1.6 be processed in accordance with the data subject's rights
- 1.1.7 be kept safe from unauthorised access, accidental loss or destruction
- 1.1.8 not be transferred to a country outside the European Economic Area, unless that country has equivalent levels of protection for personal data.

**1.2** The authorities and all those who process or use any personal information on their behalf must ensure that the data protection principles and the law under the Act are followed and fully implemented. In order to facilitate this, the authorities have developed a code of practice on data protection. The references to personal data made within this document apply to all data held on all data subjects of the authorities' including members, officers and employees.

## **2 Definitions**

### **2.1 Personal data**

2.1.1 This is information about a living individual, who is identifiable from the information, or who could be identified by the information combined with other data, which the authorities have or may have in the future. This includes names and addresses, information about finances and personal life. In the context of employees it includes attendance records, ethnic origin, qualifications and experience, details about sick and annual leave, dates of birth or marital status. Any recorded opinions about or intentions regarding a person are also personal data; and this includes both appraisals reports and other staff review reports.

2.1.2 The Act covers all personal data processed by the authorities.

### **2.2 Sensitive Personal Data**

2.2.1 The Act distinguishes between "ordinary" personal data such as name, address and telephone number and "sensitive personal data". Information relating to racial or ethnic origin, political opinions, religious beliefs, trade union membership, health, sex life and criminal convictions is sensitive personal data.

2.2.2 Under the Act the processing of sensitive data is subject to much stricter conditions. In particular, processing of sensitive data requires explicit consent. Therefore, in matters where sensitive personal data will be obtained, consent from the data subject must also be obtained. In relation to employees this will be dealt with at the recruitment stage or by follow up letter in the case of existing employees.

### **2.3 Electronic data**

2.3.1 For the avoidance of doubt, electronic data encompasses not just personal data held on databases but, for example all, e-mails, letters and other documents held on disk or anywhere on the authorities' IT system.

### **2.4 Manual filing systems**

2.4.1 The 1998 Act covers 'relevant' manual filing systems, which may have the following characteristic:

2.4.1.1 grouping within a common criteria, even if not physically kept in the same file or drawer.

2.4.1.2 structuring by reference to the individual by name, number, or by criteria common to individuals, such as sickness, type of job, membership of pension scheme or department.

2.4.1.3 and, most pertinently of all, structuring that allows specific information about the individual to be readily accessible.

### **3 The Authorities Data Protection Policy**

#### **3.1 Subject Consent**

3.1.1 It is a condition of employment with or appointment to an office by the authorities that all employees and office holders give their consent to the processing of their data by the authorities. This will be dealt with by way of the recruitment process in the case of new employees or by way of follow up letter in the case of existing employees. In the case of other individuals, whether office holders or not, whose consent is required to data processing, consent will be obtained individually.

#### **3.2 Retention of Data**

3.2.1 It is not in the interest of data subjects or of the authorities to retain unnecessary or duplicative information. The authorities do, however, retain some data relating to members in their stored files so that the authorities can keep historical information as required for management and other legitimate purposes.

3.2.2 In relation to former employees or office holders data will be held in order that the authorities can deal accurately with any reference request and any legitimate request in relation to that employee or office holder by a public body (eg Inland Revenue or pensions authorities), and also as a way of maintaining a complete historical record.

3.2.3 Nonetheless, it is the authorities' policy to discourage the retention of personal data within files for longer than it is needed. Employees should observe the guidelines for the process and retention of personal data set out in schedule 1 to this policy.

#### **3.3 Access to data**

3.3.1 Individuals (including employees) who are data subjects of the authorities on most occasions have the right to access personal data that is being kept about them either on computer, or in 'relevant' manual filing systems. This will normally be provided in the form of copies of the personal data or a report of the data held, depending on the type and format of the original data.

3.3.2 An individual who wishes to exercise this right should complete an access request form (see schedule 2) and forward it to the Clerk to the authority. The authorities will make a charge of £10 to reflect the cost of providing the information.

3.3.3 Where required to do so under the Act, the authorities aim to comply with requests for access to personal information from data subjects as quickly as possible, but will ensure that it is provided within 40 days from the date of the request.

### **3.4 Employee obligations**

- 3.4.1 Certain employees have responsibilities for processing personal data about colleagues, but are also data subjects in their own right. In connection with personal data on colleagues, all employees must comply with these guidelines on data protection. In connection with their own personal data, all employees should:
  - 3.4.2 ensure that any information that they provide to the authorities in connection with their employment is accurate and up to date.
  - 3.4.3 inform the authorities of any changes for which they are responsible, for example, changes of address. The authorities cannot be held accountable for errors arising from changes about which they have not been informed.

### **3.5 Data Security**

- 3.5.1 All employees must ensure that:
  - 3.5.1.1 any personal data which they hold are kept securely
  - 3.5.1.2 personal information is not disclosed either orally or in writing, intentionally or otherwise to any unauthorised third party.
- 3.5.2 Employees should note that unauthorised disclosure may be a disciplinary matter, and could be considered gross misconduct in certain cases.
- 3.5.3 Employees should make reasonable efforts to ensure that all personal information is kept securely but should pay particular attention to the security of sensitive data.

### **3.6 World Wide Web and E-mail**

- 3.6.1 The provisions of the Act apply as much to web sites and to e-mail as they do to data processing by any other means; any personal data downloaded from the web, included within a web site, or contained within an e-mail are subject to the same restrictions as information held in manual files or on databases. In particular, employees should be aware that information posted onto a web page is potentially accessible world wide (unless access is restricted in some way): the type of data placed onto web pages should reflect this.

### **3.7 Cross-border data flows**

- 3.7.1 The Act places restrictions on the transfer of personal data outside the European Economic Area (EEA) unless the country or territory involved ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data. If, for any reason, the authorities wish to transfer personal data outside the EEA the consent of the data subject will be sought.

### **3.8 Confidential references**

- 3.8.1 The authorities' position at present is to respect the confidentiality of references but the legal position on this matter is unclear and guidance is expected from the Information Commissioner. For practical purposes employees must assume that we can neither

guarantee confidentially in respect of references received by the authorities nor expect that those we provide will remain confidential. Any reference request received from either an employee or former employee must be passed immediately to the Clerk who will, as appropriate, deal with it in conjunction with the department head or line manager of the individual concerned.

#### **4 Conclusion**

- 4.1 Compliance with the 1998 Act is the responsibility of all employees of the authorities. Any breach of the data protection policy may lead to disciplinary action being taken, or even a criminal prosecution by third parties. Any questions or concerns about the interpretation or operation of this policy should be taken up with the authorities' designated data controller who will be the Clerk to the authority for the time being.

## **SCHEDULE 1:**

### **GUIDANCE NOTES FOR PROCESSING AND RETAINING PERSONAL DATA**

Before processing and retaining any personal data, you should consider the checklist set out below:

- do you really need to record the information?
- is the information 'ordinary' or is it 'sensitive'?
- does the authority have the data subject's consent?
- are you authorised to collect/store/process the data?
- unless the data have been obtained from a reliable source, have you checked with the data subject that the data is accurate?
- are you sure that the data are secure?
- if you do not have the data subject's consent to process, are you satisfied that you do not need that consent.

#### **Access request**

The Act provides that any recorded opinion about or intentions regarding a person are personal data to which a data subject may gain access. This should be borne in mind when written or other records are made (and this includes e-mails and audio recordings, in addition to computer and manual files) and when files are weeded for unnecessary or duplicative material. The following is a useful test to apply to 'doubtful' comments

- Is this comment fair, accurate and justifiable?
- If I were to show this to the data subject, would I still be confident that the comment is fair, accurate and justifiable?

If the answer to the questions - and in particular the first question - is 'No', then the comment should go unrecorded.

Access rights also mean that the confidentiality of references provided either internally or for external bodies can no longer be assumed. Again, this should be borne in mind when references are drawn up and in general terms the information provided in references should:

- confirm the accuracy of or provide factual information
- differentiate between statements of fact and opinion
- express only justifiable opinions, based on first-hand experience
- be fair and accurate
- avoid ambiguous or coded language

## **SCHEDULE 2**

### **REQUEST FOR ACCESS TO PERSONAL FILES**

[Your name]

[Your address]

[The date]

To the Clerk to the [named authority]

Dear

Please send me the information which I am entitled to under section 7(1) of the Data Protection Act 1998. I acknowledge that the contents are private and personal to me alone and should not be divulged to any other party.

If you need further information from me, please let me know as soon as possible.

I enclose the prescribed fee of £10.

Yours faithfully

### **SCHEDULE 3**

#### **LIST OF INTERNAL DRAINAGE BOARDS COVERED BY THIS CODE OF PRACTICE**

Benwick  
Bluntisham  
Churchfield and Plawfield  
Conington and Holme  
Curf and Wimblington Combined  
Euximoor  
Haddenham Level  
Hundred Foot Washes  
Hundred of Wisbech  
Imbanking  
Manea and Welney  
March Third  
March Fifth  
March Sixth  
March East  
March West and White Fen  
Needham and Laddus  
Nightlayers  
Nordelph  
Over and Willingham  
Ramsey 1<sup>st</sup> (Hollow)  
Ramsey Fourth (Middlemoor)  
Ramsey Upwood and Great Raveley  
Ransonmoor  
Sawtry  
Sutton and Mepal  
Swavesey  
Upwell  
Waldersey  
Warboys Somersham and Pidley

## **SECTION 25: STANDBY AND CALL-OUT**

### **1. STANDBY**

- (a) It may be necessary for certain employees to carry out standby duty. Such employees will therefore be required to undertake standby duty if so requested by the Employer and to report for work as and when the need arises.
- (b) Standby duty refers to a specific arrangement whereby employees are under an obligation outside their normal working hours (including Saturdays, Sundays, public and extra statutory holidays and rest days) to remain on call and to be available to be consulted and to be called out for duty if necessary.
- (c) The operation of a system of standby duty away from the place of employment shall be a matter for determination by the Employer.
- (d) In exercising their responsibilities to organise and select employees for standby duty the Employee will be expected to have regard to any exceptional personal circumstances relating to a particular individual.

### **2. CALL-OUT**

- (a) It may be necessary on occasions for employees to be called out to deal with emergencies. In such situations, the payments to these employees shall be those prescribed in Appendix 2 (Salary Register) of this Handbook.
- (b) An employee who has been called out will be expected, if appropriate, to deal with more than one incident while on that call-out. He should, therefore, keep in regular contact by radio or telephone with the control centre while on call-out in accordance with reporting procedures, and in particular should indicate to the centre when he has completed the duties required of him associated with any particular incident.
- (c) Call-out allowance shall not be payable where reasonable notice of call-out has been given.
- (d) Any employees that is required to attend work on Christmas Day, Boxing Day or New Year's Day (or the appropriate Bank Holiday if these fall on a weekend) will be entitled to an additional day of leave.

## **SECTION 26: UNSOCIAL HOURS**

Employees working between 8pm and 6am shall receive an addition of 20 per cent of their basic rate for the hours worked during these hours.

Employees affected by this provision are full time employees on overtime duties on any night, the additional payment to be over and above the overtime rates.

## **SECTION 27: OVERTIME**

### **NORMAL OVERTIME RATE**

Save as otherwise expressly provided for in this section, or Section 26 (Standby and Call-out) all overtime shall be paid for at the rate of time-and-one-half.

### **WHEN OVERTIME IS PAYABLE**

Overtime rates shall not be payable to full or part-time employees until the number of hours required to be worked by full-time employees in a normal working week have been completed or otherwise satisfactorily accounted for. This applies to the period Monday to Friday of each week. The appropriate overtime payment should be made to employees required to work on Saturdays and Sundays whether or not they have completed the normal working week.

### **OVERTIME CONTINUING AFTER SIX HOURS**

Subject to the provisions of this Section, on a normal working day overtime which is continuous for a period exceeding six hours shall be paid for at the rate of time-and-one-half for the first six hours, and at the rate of double time for all time in excess of six hours.

### **OVERTIME AFTER MIDNIGHT**

Overtime worked from midnight to normal starting time the same day shall be paid for at the rate of double time.

Provided that this shall not apply to overtime which commences two hours or less before normal starting time the same day.

### **OVERTIME ON SUNDAYS AND PUBLIC HOLIDAYS**

Overtime on Sundays shall be paid for at the rate of double time.

### **OVERTIME ON SATURDAYS**

Subject to the provisions of this Section overtime worked on Saturdays shall be paid for at the rate of time-and-one-half.

Provided that where under this paragraph the whole of any continuous period of overtime exceeding fourteen hours would be paid for at time-and-one-half, then time-and-one-half shall be paid for the first fourteen hours and double time shall be paid for the remainder of the period.

### **EMPLOYEES ON EMERGENCY NIGHTWORK**

Where an employee has completed his normal day work hours and is required to remain at work continuously until within eight hours of his normal starting time the next morning, he shall, on finishing that work, be afforded a break of eight hours from the time he finishes. Where as a result of the application of this arrangement, an employee commences work later than his normal starting time the following day, the time between his normal starting time and his actual starting time on that following day shall be regarded as leave with pay at single time.

## **SECTION 28: HEALTH AND SAFETY POLICY**

### **ARRANGEMENTS FOR HEALTH AND SAFETY**

The detailed rules and procedures for health and safety are contained in the Health and Safety Manuals and must be observed at all times by all employees. Particular attention is drawn to the use of protective equipment and protective clothing.

### **FIRST AID AND REPORTING ACCIDENTS AT WORK**

First aid boxes can be found at strategic points around the workplace. All employees will be shown the location of the nearest first aid box and will be given the names of the designated first aid personnel. This information is also displayed on works notice boards.

All injuries, however small, sustained by a person at work must be reported to their Line Manager or the safety officer and recorded in the accident book. Accident records are crucial to the effective monitoring of health and safety procedures and must therefore be accurate and comprehensive. The Chief Engineer will inspect the accident book on a regular basis and all accidents will be investigated and a report prepared, with any necessary action being taken to prevent a recurrence of the problem.

### **FIRE**

The Chief Engineer is responsible for the maintenance and testing of the fire alarms and fire fighting, prevention and detection equipment.

Smoke detectors and manually operated fire alarms are located at strategic points throughout the workplace. Should the fire alarm sound or fire is discovered, an orderly evacuation of the premises will take place immediately. Fire doors, exits, corridors, passageways and stairs must be kept free from obstruction at all times.

### **HOUSEKEEPING**

Good housekeeping is an essential feature of any health and safety policy. All tools and equipment must be cleaned after use and properly stored. Workplaces must be kept clean and tidy, with rubbish and discarded materials placed in the receptacles provided. Proper attention must be paid to hygiene.

Smoking is prohibited save in the designated smoking areas. Cigarettes, matches etc must be extinguished before being discarded.

No unlawful drugs may be brought onto or used or consumed on the premises. Employees must not engage in horseplay or misuse anything provided in the interests of health and safety.

### **The Middle Level Commissioners will:**

Establish and implement a Health and Safety Management System to manage the risks associated with our premises and activities.

Regularly monitor our performance and revise our Health and Safety Management System as necessary to ensure we achieve our objective of continuous improvement.

Provide sufficient resources to meet the requirements of current Health and Safety legislation and aim to achieve the standards of ‘Good Practice’ applicable to our activities.

Actively promote an open attitude to Health and Safety issues, encouraging staff to identify and report hazards so that we can all contribute to creating and maintaining a safe working environment.

Communicate and consult with our staff on all issues affecting their health and safety and, in doing so, bring this policy to their attention.

Provide adequate training for our staff to enable them to work safely and effectively, and to ensure they are competent and confident in the work they carry out.

Carry out and regularly review risk assessments to identify hazards and existing control measures. We will prioritise, plan and complete any corrective actions required to reduce risk to an acceptable level.

Maintain our premises and work equipment to a standard that ensures that risks are effectively managed.

Ensure that responsibilities for Health and Safety are allocated, understood, monitored and fulfilled.

Retain access to competent advice and assistance, thereby ensuring that we are aware of relevant changes in legislation and ‘Good Practice’.

Provide health surveillance for staff where appropriate and maintain records.

It is the duty of all of us when at work:

- To take reasonable care of our own safety
- To take reasonable care of the safety of others who may be affected by what we do or fail to do
- To co-operate so that we can all comply with our legal duties
- To ensure we do not interfere with or misuse anything provided in the interests of health and safety.

Signed *David Thomas*

Date 30<sup>th</sup> June 2017

Position **Chief Executive**

## **SECTION 29: POLICY ON MENOPAUSE**

### **INTRODUCTION**

The Employer is committed to maintaining healthy, safe and productive working conditions for all its employees. The Employer recognises that the menopause is a natural part of every woman's life and is not always an easy transition and, as such, the Employer aims to provide an inclusive and supportive working environment. Between 75-80% of women are menopausal during their working life.

### **POLICY OBJECTIVES**

This policy sets out guidelines for employees and managers and is designed to ensure that the Menopause is fully understood by all and not treated as taboo. It is not contractual and does not form part of the terms and conditions of employment.

To encourage and assist employees to openly and comfortably instigate conversations and ensure that they feel confident that they are able to ask for and receive support as necessary.

To reduce absenteeism due to menopausal symptoms.

### ***Definitions***

**Menopause** – a biological stage in a woman's life that occurs when she stops menstruating, and reaches the end of her natural reproductive life. Usually, it is defined as having occurred when a woman has not had a period for twelve consecutive months (for women reaching Menopause naturally). The average age for a woman to reach Menopause is 51, however it can be earlier or later than this due to surgery, illness or other reasons.

**Perimenopause** – the time leading up to Menopause when a woman may experience changes, such as irregular periods or other menopausal symptoms. This can be years before the Menopause.

**Postmenopause** – the time after Menopause has occurred, starting when a woman has not had a period for twelve consecutive months.

### ***Symptoms***

It is important that not every woman will experience the same symptoms and some may not need help or support but it should be noted that 75% do experience some symptoms and 25% can be classed as severe.

Symptoms can manifest both physically and psychologically and include the following, please note this list is non-exhaustive:

- Hot flushes
- Poor concentration
- Headaches
- Panic attacks/Anxiety
- Heavy/light periods
- Loss of confidence
- Difficulty sleeping

## **ORGANISATIONAL RESPONSIBILITY**

The Employer will endorse this policy and periodically consider the need for review.

Managers will, in respect of employees under their control, promote the policy and ensure its effective implementation; be ready to have open discussions about the menopause, appreciating the personal nature of the conversation and treating the discussion sensitively and professionally; record adjustments agreed and actions to be implemented; ensure ongoing dialogue and review dates; ensure that all agreed adjustments are adhered to and deal with individual cases in accordance with this policy.

## **EMPLOYEE RESPONSIBILITY**

The Employer believes that each employee has the responsibility to:

- (a) look after their health
- (b) be open and honest in conversations with managers and colleagues
- (c) co-operate with management and being willing to help and support colleagues
- (d) understanding any necessary adjustments their colleagues receive as a result of menopausal symptoms

## **APPENDICES 1 & 2:**

These are specific to individual employees and are individually issued to them.