

Notice of Staffing Committee Meeting on 30 July 2026 at 7pm

in the Council Chamber, Diamond Jubilee Lodge, Woodview Road Hellesdon Norwich NR6 5QB
Committee Members are summoned to attend for the purpose of transacting the following business.

The Openness of Local Government Bodies Regulations 2014

Under the above regulations, any person may take photographs, film and audio-record the proceedings and report on all public meetings. If you do not wish to be filmed / recorded, please notify the Clerk prior to the start of the meeting.

AGENDA

- 1. Apologies and acceptance for absence**
- 2. Declarations of Interest and Dispensations**
- 3. To receive and approve minutes of the meeting held on 11 June 2026.**
- 4. Public Participation**
Public participation shall be in accordance with Standing Orders and shall not exceed 15 minutes unless such time is extended by the Chairman.
- 5. To recommend Committee Terms of reference for approval by Full Council.**
- 6. To receive budget monitoring report and to note.**
- 7. To consider and adopt suite of policies from Council HR & Governance to replace current policies within staff handbook.**
- 8. To consider and agree change to recruitment process to relieve members of interviewing duties for junior positions.**
- 9. To consider a resolution under the Public Bodies (Admission to Meetings) Act 1960 to exclude the press and public for the remainder of the meeting in view of the confidential and personal nature of the business to be transacted.**
- 10. To receive Clerk's report on confidential committee matters and to note.**
- 11. To consider reports from staff completing their probation period and to agree recommendation to approve their substantive employment.**
- 12. To consider proposal to switch staff member into the vacant caretaker role.**

Jonathan Hall

Clerk to the Council

Dated: 24 July 2026

Minutes of a Staffing Committee Meeting 11 June 2026 at 6.30pm

In the Council Chamber, Diamond Jubilee Lodge, Woodview Road, Hellesdon NR6 5QB

Present: Cllr David Britcher – Chair of the Committee
Cllr Roy Forder
Cllr Shelagh Gurney
Cllr David Maidstone
Cllr Andrew Lock

In attendance:
Jonathan Hall (Clerk)

1. Apologies and acceptance for absence

Apologies had been received from Cllr Bill Johnson. These were accepted.

2. Declarations of Interest and Dispensations

No declarations were made or dispensations applied for.

3. Public Participation

There were no public present.

4. To receive and consider minutes of meetings held on 14 April 2026.

The minutes of 14 April 2026 were **AGREED** by the Committee as a true record and signed by the Chairman.

- 5.** It was **RESOLVED** under the Public Bodies (Admission to Meetings) Act 1960 to exclude the press and public for the remainder of the meeting in view of the confidential and personal nature of the business to be transacted.

The meeting was closed to the press and public at 6.37pm

6. To consider outcome of recent disciplinary hearing.

The committee received a report from the disciplinary hearing and **RESOLVED** to accept the recommendation to dismiss the employee for gross misconduct.

It was **RESOLVED** to give the employee four weeks paid notice in line with their employment contract, subject to any adjustments for holiday or Time Off in Lieu (TOIL).

Meeting closed at 8.03pm

Approved.....

Date.....



Diamond Jubilee Lodge, Wood View Road, Hellesdon, Norwich NR6 5QB
Tel: 01603 301751 email: contact@hellesdon-pc.gov.uk www.hellesdon-pc.gov.uk

TERMS OF REFERENCE

STAFFING COMMITTEE

Responsibilities specific to all committees:

- To be responsible for compiling its annual budget
- To present and obtain approval for its annual budget from Full Council
- To monitor its functions and expenditure
- To assess and budget for future maintenance, replacement or upgrading of items for which it is responsible
- To set dates for ordinary meetings
- If a particular item under discussion is within the Committee's delegated powers, the minutes will record the decision as **RESOLVED**. If not, then the minutes will record the decision as agreed to **RECOMMEND** and it will then be brought to the attention of the Full Council for decision following presentation of the Committee draft minutes.

Responsibilities specific to this committee:

Authority

The Staffing Committee is constituted as a standing committee of the Full Council. It is appointed by and is solely responsible to Hellesdon Parish Council to make decisions about all staffing matters subject to budget and expenditure limits. The Committee duties are defined and agreed by the Full Council which may resolve, at any time, to modify the Committee's powers.

Membership

Membership will be made up of seven councillors. All other councillors will be substitutes for this committee. ~~and will be called upon on a party basis by the member who cannot attend.~~

In addition to the nominated committee members, the Chairman of the Council is permitted to form part of the committee ex officio. If the Chairman is unable to attend in their ex officio capacity they may nominate the Vice Chairman as a substitute.



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Quorum

The committee quorum shall be three members.

Frequency of Meetings

The Committee will meet at least four times during each civic year and to publish these meetings in advance as ordinary meetings. The ordinary meetings to consider committee general items and standing items in accordance with set timetable. Additional meetings will be set as required.

Record of Proceedings

Written minutes will be taken to record the Committee's decisions and recommendations and will be circulated to all Councillors for the next Full Council meeting.

Delegated Powers

1. To establish and keep under review the staffing structure and to implement as appropriate any action as needed
2. To draft, implement, review, monitor and revise policies for staff
3. To establish and review salary pay scales for all categories of staff and to be responsible for their administration and review
4. To oversee the recruitment and appointment of staff other than for the position of Clerk to the Council
5. To oversee any process leading to dismissal of staff (including redundancy)
6. To arrange execution of new employment contracts and changes to contracts
7. To establish and review performance management (including annual appraisals) and staff training programmes for staff
8. To keep under review staff working conditions and staff health & safety at work matters
9. To monitor and address regular or sustained staff absence
10. To consider the dismissal of an employee
11. To supervise and performance manage the Clerk to the Councils work, administer his/her leave requests and record and monitor his/her other absences

Standing Items for Ordinary Meetings

First meeting –

- to consider Procedures of Staffing Panels
- to set dates of committee ordinary meetings

Second meeting –

- to receive a report on the annual appraisal process
- to address capital projects as identified in the budget the responsibility of the committee

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Third meeting –

- to consider the committee budget for recommendation to the Full Council for approval

Fourth meeting –

- to review policies for staff and staffing related matters

Hellesdon Parish Council
Cost Centre Year Comparison Summary
Cost Centre Staffing

Code Title	Receipts (Current Year)		Payments (Current Year)		Receipts (Last Year)		Payments (Last Year)	
	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual	Budgeted	Actual
Staffing								
Admin Staff			129,591.00	33,622.03				
Grounds Staff			109,496.00	31,349.14				
Caretaking Staff			104,611.00	20,406.27				
Cafe Staff			33,993.00	11,033.68				
PAYE			32,417.00	17,733.02				
Employer NI			45,019.00	17,313.43				
Pension Scheme			36,383.00	16,621.96				
Staff Training			6,500.00	206.00				
Agency Personnel			25,000.00	9,212.07				
Recruitment Costs								
Legal Fees				890.00				
Uniform			1,000.00					
Employee NI				5,646.29				
SUB TOTAL			524,010.00	164,033.89				
NET TOTAL			524,010.00	164,033.89				
V.A.T.				2,059.62				
GROSS TOTAL				166,093.51				

Report for : Staffing Committee

Date: 30 July 2026

Item Title: To consider and adopt suite of policies from Council HR & Governance to replace current policies within staff handbook.

Background and Purpose

The Council engaged the services of Council HR & Governance Ltd to support the Clerk and the Staffing Committee with all HR and employment law matters. An advantage of using an outside consultant is that they have the expertise and ability to provide up to date policies ready to adopt.

Attached is the first suite of documents. These would replace the policies within the Council's Staff Handbook.

The policies are presented in raw format and where these differ substantially from existing policies, I have highlighted these in red text.

Before publication, the policies will need to be branded for Hellesdon Parish Council and include the relevant approval, review and next review dates.

Recommendation

The text of the policies should be considered for any necessary changes and adopted.

Clerk

June 2026

HR02 – Holiday Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR02 - Holiday Policy

1. Introduction

- 1.1. We understand the importance of spending time away from work. Taking time off on holiday provides a period of leisure time, a break from work and the opportunity to return relaxed and refreshed.
- 1.2. This Policy:
 - a Explains how we will handle requests for holiday
 - b Sets out the rules associated with taking of holiday
 - c Explains how we calculate holiday pay
 - d Outlines what will happen if you are sick whilst on holiday
 - e Explains the impact of other absences from work on holiday entitlement
 - f Sets out what happens to holiday entitlement when employment ends
- 1.3. This Policy applies to all employees and workers in the Council. It does not apply to self-employed contractors.¹
- 1.4. This Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

2. Holiday year

- 2.1. Our holiday year runs from [*April*] to [*March*] each year (**Holiday Year**). Your annual holiday entitlement will renew at the beginning of each Holiday Year.
- 2.2. If you start work for us part-way through a Holiday Year, then your entitlement to holiday will be prorated during your first year with us.

You can carry over up to five days of unused holiday from one Holiday Year into the next by agreement of your line manager.

3. Holiday entitlement

- 3.1. If you are an employee, your holiday entitlement is set out in your contract of employment. This includes 2 extra Statutory days, bank holidays and other public holidays.
- 3.2. If you work part-time, then your holiday entitlement will be calculated on a pro-rata basis. Our calculation will take account of bank holidays and other public holidays.

¹ The Working Time Regulations 1998, which set out holiday rights in the UK, apply to employees and workers. They do not apply to self-employed contractors.

- 3.3. In your first year of employment with us, your holiday entitlement will accrue on a pro-rata basis each month.

4. Bank holidays

- 4.1. Bank holidays are the public holidays, which are observed each year in the UK.
- 4.2. We will not usually be open on these days.
- 4.3. In England & Wales, there are usually eight bank holidays observed each year. These are Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the first Monday in May, the last Monday in May and the last Monday in August. If a bank holiday falls on a weekend, then it will be observed on the next available working day following that weekend.
- 4.4. Although this general pattern is followed each year, there will be occasions when an additional bank holiday is declared. Recent examples include the Queen's Platinum Jubilee in 2022 and King Charles's Coronation in 2023. When an additional bank holiday or public holiday is declared, we will add this date to your annual holiday entitlement as an additional day. If your holiday entitlement is stated to be 'inclusive of bank holidays', then we will take account of any additional bank holidays or public holidays declared when calculating your overall annual entitlement.
- 4.5. If your holiday entitlement is stated in your contract of employment to be 'exclusive of bank holidays', then you will be entitled to take each bank holiday off work without needing to make any formal application for holiday and without it reducing your basic holiday entitlement as set out in your contract of employment.
- 4.6. If you are required to work on a bank holiday, then we will allow you to take an alternative day in lieu of the bank holiday worked at a time to be agreed between you and your line manager, taking account of the needs of the Council.

5. How is my holiday pay calculated?

- 5.1. We will calculate holiday pay differently depending on the nature of the work that you do for us and how you are paid for it. Generally:
- a If you work fixed hours for fixed pay, then you will receive your normal pay when you take time off on holiday.
 - b If you work variable hours, or have no fixed hours, then we will calculate holiday pay by using your average pay from the previous 52 weeks or all weeks you have been working for us if you have not yet worked for us for 52 weeks (only counting weeks in which you were paid by us).
- 5.2. For the first four weeks of your leave in any Holiday Year, this may include an average of variable elements such as commission and overtime payments received in the previous 52 weeks (or such shorter reference period that reflects the number of weeks you have been employed by us during that Holiday Year). A decision to reflect certain elements of your remuneration in holiday pay on one or more occasions shall not give rise to an expectation on your part that it will be included on future occasions. Any holiday taken over and above this will be paid at basic salary only.

6. Requesting holiday

- 6.1. You can ask to take a maximum of two weeks' holiday at any one time. You should put in your request as soon as you have chosen the dates (but before booking your holiday), and you should give us notice of at least twice the length of the time you want to take off. So, if you want to take one week off, you should give us a minimum of two weeks' notice (but preferably more, to maximise the chance we can agree with your proposed dates).
- 6.2. You must make all requests for holiday leave following the procedure outlined by your line manager.
- 6.3. Your manager must approve all holiday requests. These are usually considered on a first-come, first-served basis. At popular times of the year – particularly Christmas, Easter and during school holidays – we may need to rotate holiday allocations regardless of who put in the first request.
- 6.4. You may be required to take your two statutory days holiday on dates that we specify. This is most likely to be when the Council is closed – over Christmas and New Year, for example – or to avoid busy periods.
- 6.5. You may be required to take your remaining annual leave because you still have not taken all the leave due to you in the current Holiday Year. If you are leaving the Council, we may also ask you to take your remaining holiday entitlement during your notice period.
- 6.6. Provided you have sufficient holiday entitlement, we will – wherever possible – try to fulfil requests for time off for a religious occasion. This will, however, be subject to the operational requirements of the Council.
- 6.7. Your manager will always discuss alternative dates with you if we have to turn down a holiday request. If your request is refused and you take time off anyway, we will view it as unauthorised absence and deal with the matter in accordance with our Disciplinary Policy.
- 6.8. Do not make any travel arrangements or financial commitments until you have received our written confirmation that you can take the time off work. We will not be responsible if you suffer losses because your holiday request is refused, regardless of the reason.

7. Illness whilst on holiday

- 7.1. If you are ill during a period of pre-booked holiday, then we will allow you to reallocate the time off as sick leave if you provide medical evidence – translated into English if necessary – of your illness or injury. If you do not do this, we will treat your absence as holiday and not sick leave. If your holiday is reallocated, then you must follow the procedure outlined above to book dates for another holiday.
- 7.2. In order to receive any entitlement you have to sick pay during any reallocated period of time off, you must comply with our Absence Management Policy.
- 7.3. In this situation, your salary entitlement will convert to sick pay rather than holiday pay, and we may make appropriate adjustments to your salary. That may include reclaiming the holiday pay and substituting Statutory Sick Pay (or no pay), depending on your entitlements under your contract.

- 7.4. If you are found to have dishonestly claimed to be sick during a period of holiday, then disciplinary action may be taken against you, up to and including immediate termination of employment under our Disciplinary Policy.

8. Holidays and long-term sickness absence

- 8.1. You will continue to accrue holidays during periods of sickness absence.
- 8.2. You can request holiday in the same way as if you were at work. You will receive holiday pay rather than sick pay for any days approved.
- 8.3. We are able to designate specific days or weeks during your absence as holiday provided that we give you notice of at least twice the length of the holiday itself. You will receive holiday pay for these days.
- 8.4. If you are on a period of sick leave which spans two Holiday Years, you may carry over unused holiday (up to a maximum of four weeks (inclusive of bank holidays) less any days of holiday which have been taken during the year which has just ended) to the following Holiday Year. If you have taken four weeks' holiday by the end of the Holiday Year, you will not be allowed to carry over any unused holiday under this rule. If you have taken less than four weeks, the remainder (up to a cumulative total of four weeks (inclusive of bank holidays)) may be carried over under this rule.
- 8.5. Any holiday that is carried over during long-term sickness absence must be taken within 18 months of the end of the Holiday Year in which it accrued or it will be lost.

9. Holidays and family leave

- 9.1. Holiday continues to accrue during periods of maternity, paternity, parental, adoption and shared parental leave (referred to as **family leave** in this section).
- 9.2. If a period of family leave is likely to span two Holiday Years, then you are expected to take all holiday which will accrue in the first of those years before commencing family leave. Any holiday which cannot reasonably be taken before the start of the leave can be carried over to the next Holiday Year. This covers your full annual leave entitlement.
- 9.3. Any carried-over holiday entitlement must be taken immediately upon return to work following family leave unless other arrangements are agreed with your line manager.

10. Holidays and the end of employment

- 10.1. If you give or receive notice of the termination of your employment, then we may require you to take any accrued but untaken holiday during your notice period.
- 10.2. If, on the termination of your employment, you have accrued more holiday than you have taken in the Holiday Year, then we will make a payment in lieu for each day which has accrued but which has not been taken. Payment will be processed through payroll.

- 10.3. If, on the termination of your employment, you have taken more holiday than you have accrued in the Holiday Year, then we will deduct any excess taken from any other sums due to you from us.²
- 10.4. Payments and deductions on termination of employment will each be calculated on the basis of 1/260th of annual salary (or average annual remuneration) for each day.

² Please note that deductions can only be made from an employee's wages if there is the express right to make deductions contained in the contract of employment.

HR03 - Flexible & Predictable Working Pattern Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR03 - Flexible & Predictable Working Pattern Policy

1. Introduction

- 1.1. Flexible working is the idea that your working life can, with agreement, be adapted to suit your needs and preferences. This may mean a change to the hours that you work, your start and finish times, your days of work or the place where you work. We recognise the benefits of flexible working and will consider all flexible working requests with an open mind. However, we will need to balance the request against its effect on the Council and its impact on other staff.
- 1.2. We appreciate that some of you who work for us have a working pattern which lacks predictability – either in terms of the duration of your contract with us or your working pattern. We understand that you may wish to have more predictability.
- 1.3. This Policy:
 - a Sets out your legal entitlement to make a flexible working request, or to make a request for a predictable working pattern
 - b Explains the interplay between the flexible working process and the predictable working pattern process
 - c Explains how requests should be made in each case, and the procedures we follow
 - d Sets out the circumstances where we may decline your request
 - e Explains what happens if a request is approved
- 1.4. This Policy applies to all employees. Parts of the Policy also apply to workers and agency workers – we will say where that is the case.
- 1.5. This Policy does not form part of any contract you may have with us or, in the case of agency workers, any contract you may have with your agency. We reserve the right to amend or remove this Policy.
- 1.6. This Policy sets out the formal process by which you can request flexibility at work and/or a predictable working pattern. Before you make a formal flexible working or predictable working pattern application, we suggest that you discuss your request informally with *[your line manager]*.

2. Interplay between flexible working requests and requests for a predictable working pattern

- 2.1. If you are employed by us, then you may make two statutory requests for flexible working within any 12-month period and, subject to the eligibility requirements set out below, two statutory requests for predictable working within any 12-month period. If you make a statutory request for flexible working, and the purpose of that request is to have a more predictable working pattern, it will count as both: one of your two statutory requests for flexible working and one of your two statutory requests for a predictable working pattern.

- 2.2. You may have only one live request either for flexible working or for a predictable working pattern with us at any one time.

Part 1: Flexible Working

3. What is flexible working?

- 3.1. Flexible working might involve reducing or varying your hours or the days that you work or changing the location from which you work. There are lots of options, including:
- a Part-time working
 - b Term-time working
 - c Annualised hours
 - d Compressed hours
 - e Flexitime
 - f Hybrid, home or remote working
 - g Job sharing

4. Who can make a flexible working request?

- 4.1. All employees have the right to make a flexible working request. As set out above, normally only two requests¹ can be made in each 12-month period. But if you qualify as disabled, you can make requests to work flexibly as a 'reasonable adjustment', and you can do that more than twice a year.

5. How should a request be made?

- 5.1. Under the formal flexible working regime, a request for flexible working must be sent to [HR] in writing and must:
- a State that it is a flexible working request
 - b Be dated
 - c Set out the change that you want and when you want it to take effect
 - d State whether you have previously made any flexible working requests to us and, if so, when
 - e State whether you have previously made any requests for a predictable working pattern to us and, if so, when
- 5.2. You can only have one live request at any one time. Once a request has been made, it remains live until any of the following occur:

¹ See footnote 1

- a A decision about the request is made by us [(and any appeal is concluded)]²
- b The request is withdrawn
- c An outcome is mutually agreed
- d The statutory two-month period for deciding requests³ ends without an agreed extension

6. Our approach to flexible working requests

- 6.1. We will deal with flexible working requests reasonably.
- 6.2. We will consider the proposed flexible working arrangements, weighing up the benefits to you (and to the Council) against any adverse impact that granting your request would have on the Council or other staff.
- 6.3. We may grant your request in full or in part, or we may refuse it. We may also propose changes to your request for you to consider. You may be asked to complete a trial period before we confirm whether we agree to the changes.

7. Meeting

- 7.1. We will usually invite you to a meeting to discuss your request. The meeting will give you the chance to discuss why you are requesting the change, how we can accommodate it, and will allow us to understand how you think such a change will work in practice. We aim to hold a meeting within [28 days] of receiving a request.
- 7.2. We will write to you with the outcome of your flexible working request, usually within [two weeks] of having held a meeting with you.
- 7.3. If we are happy to agree to the flexible working request, then we will confirm our agreement in writing without the need for a meeting.

8. Extending the time that we have to deal with a request

- 8.1. If, for some reason, we are not able to make a final decision within two months⁴ of the date that you made your request, then we will ask you to agree to extend the time that we have to deal with the request. This might be necessary if, for example, [you have appealed against a decision taken to refuse your request or if]⁵ we have accepted the request on a trial basis but have not made a final decision.
- 8.2. We will record any agreement to extend time in writing.

9. What we will do if we receive requests from more than one employee

- 9.1. We will look at each request individually, on its own merits. Agreeing to one request does not mean we will reach the same conclusion again, nor does it create a right for any other

² there is no legal right to appeal a refusal to permit flexible working or have a predictable working pattern, so this section can be removed if you do not want to offer a right of appeal. Note that Acas recommends employers should allow an appeal as good practice.

³ See footnote 1

⁴ See footnote 1

⁵ See footnote 3

employee. There may be situations when agreeing flexible working with one employee means that others' requests for similar flexible working cannot be granted.

- 9.2. If we receive several requests from the same Council area or team at the same time, and we believe that we will have difficulty in accommodating all requests, then we will speak to each employee with a view to seeing whether a compromise can be reached. If a compromise cannot be reached, then we will look at the requests in the order that they were received by us (unless a competing request is made as a request for reasonable adjustments because of a disability under the *Equality Act 2010*, which will normally take priority).

10. Agreeing a request

- 10.1. If we accept your flexible working request, then your new work pattern will form a variation to your contract of employment and will be permanent unless otherwise agreed. We will confirm your new terms in writing.
- 10.2. We will review your new working pattern with you at regular intervals following the approval of your request to make sure that it is working as expected and meeting the needs and expectations of both you and the Council.

11. Rejecting a request

- 11.1. We will try to accommodate flexible working requests where possible. If we cannot accept your request, we will explain why in writing and will rely on one or more of the following reasons:
- a It will cost the Council too much.
 - b The Council cannot reorganise the work among other staff.
 - c The Council cannot recruit more staff.
 - d There will be a negative effect on quality.
 - e There will be a negative effect on the ability of the Council to meet customer demand.
 - f There will be a negative effect on performance.
 - g There's not enough work for you to do when you've requested to work.
 - h There are planned changes to the Council (for example, the Council intends to reorganise) and we don't think the request will fit with these plans.

- 11.2. [If we reject your request, you have the option to appeal our decision]⁶.

12. Trial periods

- 12.1. The legal framework surrounding flexible working does not include any right to agree to the request on a 'trial period' basis. However, it may sometimes be useful for both you and us to 'try out' the new working arrangements before a permanent change is made to your contract of employment. In these circumstances, we may seek to agree a trial period with you. We will not impose a trial period on you. If you reject the offer of a trial period, we will have to agree or reject your flexible working request straight away. If you agree to a trial period, then we will set out this agreement in writing. The letter may also include reference to an extension of the

⁶ See footnote 3

two-month time limit⁷ for dealing with flexible working requests (as this period would otherwise continue to run during the trial).

- 12.2. At the end of any agreed trial period, we will make a final decision on your flexible working request and will communicate this in writing. [If we decide to reject your request, then you will have the option to appeal this decision⁸].

13. Appeals⁹

- 13.1. You may appeal within *one week* of our decision. Your appeal should be dated and sent in writing to the person identified as the appeal officer in the decision letter. You must explain exactly why you are appealing.
- 13.2. We will invite you to an appeal meeting. Wherever possible, the appeal meeting will not be led by the manager who held the meeting at which we decided what action to take. [You may be accompanied by a trade union representative or work colleague, in line with the process outlined below.] Appeals will normally be determined before the end of the 'decision period' (two months from when you sent your initial request¹⁰) wherever possible. An extension to the 'decision period' may need to be agreed with you.
- 13.3. Our final decision will be sent to you in writing. We will try to do this within [*two weeks*] of the appeal hearing. You will not have any further right of appeal.

14. Withdrawal of a request

- 14.1. You can withdraw a request for flexible working at any time after it has been made. A withdrawn request will count as one of the two requests that you are able to make under the statutory scheme in any 12-month period.¹¹
- 14.2. We may notify you that we have decided to treat your conduct as a withdrawal of your flexible working request where either of the following applies:
- a You have failed, without good reason, to attend both the first meeting arranged to discuss your request and the next meeting arranged for that purpose.
 - b We have allowed you to appeal against the rejection of your request and, without good reason, you have failed to attend both the first meeting arranged by us to discuss your appeal and the next meeting arranged for that purpose.

We will notify you in writing if we decide to treat your conduct as a withdrawal of your request.

Part 2: Predictable Working

⁷ See footnote 1

⁸ See footnote 3

⁹ See footnote 3

¹⁰ See footnote 1

¹¹ See footnote 1

15. What is a request for a predictable working pattern?

- 15.1. If you are an employee or worker whose working pattern lacks predictability (either because of when you work, or the duration of your contract with us) then a request for a predictable working pattern involves you making a formal request for your working pattern to be made more predictable in some way. Predictability can take different forms.
- 15.2. For example, if you have a fixed-term contract of 12 months' duration or less with us, then you can request a longer fixed-term contract, or that your contract with us is made permanent.
- 15.3. Or, if your working pattern lacks predictability (say, for example, if you are engaged by us as a zero hours' worker), then your application might request a formalised predictable working pattern.
- 15.4. If you work for us through an agency and your role lacks predictability, then you may (if you are eligible) make a request for:
 - a A contract of employment with us (this means to become our employee)
 - b A worker's contract with us to do work or provide a service personally (this means to become a worker for us but not our employee)

You may have a separate right to request predictable terms from your agency (this should be taken up with your agency directly).

- 15.5. We will treat your request as a request for a contract to do the same or broadly similar work as you already do for us through the agency on terms and conditions which are, on the whole, not less favourable to either of the following:
 - a The usual terms and conditions, at the time of the request, of our employees (in the case of a request for a contract of employment) or our workers who are not employees (in the case of a request for a worker's contract) who are doing the same or broadly similar work to you and (where relevant) who have a similar level of qualification and skill.
 - b The terms and conditions that would usually be expected to be included in such contracts if we do not have any such employees or workers.

16. Who can make a request for a predictable working pattern?

- 16.1. Employees, workers and agency workers whose working pattern (or any part of it) lacks predictability in some way are all able, if eligible, to make a request for a predictable working pattern. This includes those on casual contracts and those on fixed-term contracts of 12 months' duration or less.
- 16.2. To be eligible, employees and workers must have worked for us for at least one week in the period before the 26 weeks leading to the date that the application is made.
- 16.3. If you are an agency worker, to be eligible to make a request to us for a predictable working pattern, you must have worked in the same role for us for a continuous period of 12 weeks in the 26 weeks before making your request.

17. How should a request for predictable working be made?

- 17.1. A request for predictable terms and conditions must be sent to the Clerk in writing and must:

- a State that it is a request for a predictable working pattern
 - b Be dated
 - c Set out the change that you want and when you want it to take effect
 - d State whether you have previously made any requests for either a predictable working pattern or flexible working to us and, if so, when.
- 17.2. You can only have one live request at any one time. Once a request has been made, it remains live until any of the following occur:
- a A decision about the request is made by us [(and any appeal is concluded)]¹²
 - b The request is withdrawn
 - c An outcome is mutually agreed
 - d The statutory one-month period for deciding requests ends
- 17.3. Only two requests can be made in each 12-month period (unless it relates to a request to consider reasonable adjustments on account of disability under the *Equality Act 2010*, which can be made at any time).

18. Our approach to predictable working pattern requests

- 18.1. We will deal with predictable working pattern requests reasonably.
- 18.2. We will consider your current working pattern – including whether you have already been regularly working broadly the same hours, days or times, or working for us under a series of fixed-term contracts.
- 18.3. We will consider your proposed predictable working pattern arrangements, weighing up the benefits to you (and to the business) against any adverse impact that granting your request would have on the Council or other staff.
- 18.4. We may grant your request in full, or we may refuse it. We may also propose changes to your request for you to consider. You may be asked to complete a trial period before we confirm whether we agree to the changes.
- 18.5. We will decide any request for a predictable working pattern, [including any appeal,]¹³ within one month of receiving the request.

19. Meeting to discuss a request for predictable working

- 19.1. We will usually invite you to a meeting to discuss your request. The meeting will give you the chance to discuss why you are requesting the change and will allow us to understand how you think such a change will work in practice. We aim to hold a meeting within 7 days of receiving a request.
- 19.2. We will write to you with the outcome of your predictable working pattern request, usually within 7 days of having held a meeting with you.

¹² See footnote 3

¹³ See footnote 3

- 19.3. If we are happy to agree to the predictable working pattern request, then we will confirm our agreement in writing without the need for a meeting in line with the procedure for agreeing a request set out below.

20. Agreeing to a request for a predictable working pattern

- 20.1. If you are an employee or worker and we accept your request for a predictable working pattern, then we will confirm our decision in writing. We will offer you a new contract in writing which reflects the change requested within two weeks¹⁴ of accepting the request.
- 20.2. If you are an agency worker and we accept your predictable working request, then we will confirm our decision in writing and provide you with written terms reflecting the agreed position.

21. Rejecting a request for a predictable working pattern

- 21.1. We will try to accommodate predictable working pattern requests where possible. If we cannot accept your request, we will explain why in writing and will rely on one or more of the following reasons:
- a It will cost the Council too much.
 - b There will be a negative effect on the business's ability to meet customer demand.
 - c There will be a detrimental effect on the recruitment of staff.
 - d There will be a negative effect on other aspects of the business.
 - e There's not enough work for you to do when you've requested to work.
 - f There are planned changes to the Council (for example, the Council intends to reorganise) and we don't think the request will fit with these plans.
- 21.2. If we consider rejecting a request on one or more of the grounds above, then we will consider whether there are alternative and suitable arrangements for providing more predictability. If there are, we will discuss these with you.
- 21.3. Where you are an employee or worker and your employment ends during the one-month decision period, we may refuse your request on the following additional grounds:
- a That you ended your contract (unless you had the right to end your contract because we breached it); or,
 - b That we, acting reasonably, ended the contract because of your misconduct, capability, redundancy, a legal restriction or duty or some other substantial reason
- 21.4. Where you are an agency worker and your assignment ends during the one-month decision period we may refuse your request on the following additional grounds:

¹⁴ this two week period is the legal maximum. It cannot be extended.

- a That you ended your assignment (unless you had the right to end it because we breached it); or,
- b That we, acting reasonably, ended the assignment because of your misconduct, capability, qualifications, a legal restriction or duty or some other substantial reason

22. Appeals¹⁵

- 22.1. You may appeal within [*one week*] of our decision. Your appeal should be dated and sent in writing to the person identified as the appeal officer in the decision letter. You must explain exactly why you are appealing.
- 22.2. We will invite you to an appeal meeting. Where possible, the appeal meeting will be led by a different manager from the one who held the original meeting.
- 22.3. Our final decision will be sent to you in writing. You will not have any further right of appeal.

23. Withdrawal of a request

- 23.1. You can withdraw a request for predictable working at any time. A withdrawn request will count as one of the two requests that you are able to make under the statutory scheme in any 12-month period.
- 23.2. We may notify you that we have decided to treat your conduct as a withdrawal of your predictable working request where either of the following applies:
 - a You have failed, without good reason, to attend both the first meeting arranged to discuss your request and the next meeting arranged for that purpose.
 - b You have appealed against the rejection of your request, and, without good reason, you have failed to attend both the first meeting arranged by us to discuss your appeal and the next meeting arranged for that purpose.

We will notify you in writing if we decide to treat your conduct as a withdrawal of your request.

24. What we will do if we receive requests for flexible working and/or a predictable working pattern from more than one employee/worker

- 24.1. We will look at each request individually, on its own merits. Agreeing to one request does not mean we will reach the same conclusion again, nor does it create a right for any other employee. There may be situations when agreeing flexible working or a predictable working pattern with one employee/worker means that others' requests for similar flexible working or predictability cannot be granted.
- 24.2. If we receive several requests from the same Council area or team at the same time, and we believe that we will have difficulty in accommodating all requests, then we will speak to each employee/worker with a view to seeing whether a compromise can be reached. If a compromise cannot be reached, then we will look at the requests in the order that they were received by us (unless a competing request is made as a request for reasonable adjustments because of a disability under the *Equality Act 2010*).

25. What if a predictable working pattern or flexible working request relates to a disability?

¹⁵ See footnote 3

25.1. If you believe that a predictable working pattern or flexible working may remove a disadvantage you are placed at in the workplace owing to a disability, then you should contact [HR] for further guidance before submitting a formal request under this Policy. We may, with your agreement, seek advice from your doctor or occupational health on the issue.

26. The right to be accompanied¹⁶

26.1. You may be accompanied by a colleague or trade union representative at any meeting called under this Policy.

26.2. If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work would cause operational problems.

26.3. Your colleague or trade union representative can, if you'd like them to, explain the key points of your case at the meeting and can respond on your behalf. You can also confer with them during the meetings. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our points.

¹⁶ Please note that, unlike disciplinary and grievance meetings, it is not a legal requirement that an employee is offered the right to be accompanied at a flexible working or predictable terms meeting. However, it is recommended in the relevant Acas codes of practice that most employers allow employees/workers to be accompanied.

07 Menopause Policy

Note for completion

Green type is discretionary and relevant to policies of your Council

1. Introduction

- 1.1. The menopause is something that we are all affected by, either directly or indirectly. We want you to understand what the menopause is and how it might affect people. We want to remove any stigma associated with the menopause. This is the best way of making sure that everyone impacted by it feels supported and understood.
- 1.2. This Policy:
 - a Sets out what the menopause is
 - b Explains how it might affect people, both directly and indirectly
 - c Provides a clear explanation of the support networks in place across the Council and its operations to help those who may need support on this issue
 - d Sets out expected conduct and behaviour towards colleagues who are affected, directly or indirectly, by the menopause
- 1.3. Please note that this Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.
- 1.4. This Policy applies to all employees, contractors, agency workers, casual workers, interns and volunteers working for us.

2. What is the menopause?

- 2.1. Menopause occurs when a woman stops having menstrual periods. It is triggered by a reduction in the production of the hormone oestrogen. Menopause usually occurs between 45 and 55 years old. However, the timing and symptoms are different for everyone.
- 2.2. It's not only those who identify as women who will experience menopause. Some transgender men, non-binary people and intersex people or people with variations in sex characteristics may also experience menopause. In this Policy, reference to a specific gender should be taken to include all genders.
- 2.3. The menopause is split into perimenopause and postmenopause. Perimenopause marks the start of menopausal symptoms and may last several years. Postmenopause is the time after a woman experiences her last period.

3. What are the common symptoms of the menopause?

- 3.1. The menopause affects each person differently. Three out of four women will have symptoms and one out of four women will have severe symptoms. Symptoms are both physical and psychological in nature and can change over time.
- 3.2. Common symptoms include:
 - a Hot flushes
 - b Headaches
 - c Poor concentration
 - d Dry eyes
 - e Anxiety
 - f Low mood
 - g Lack of confidence
 - h Panic attacks
 - i Poor sleep
 - j Weight gain
 - k Fatigue
 - l Poor memory
 - m Joint and muscle pain

4. The role of managers

- 4.1. We are committed to supporting you through the menopause. This process starts with creating an environment where discussion about the menopause isn't taboo – it is out in the open and understood. We do not want our employees to feel embarrassed or awkward.
- 4.2. For managers, recognising the symptoms of the menopause is vital to treating an affected employee fairly. It can explain certain behaviours that you might otherwise put down to a bad attitude or poor performance.
- 4.3. [We will give managers specific training in handling all menopause-related issues sensitively and with confidence. This is not just about legal compliance; good support at work leads to happier and better-performing employees who have valuable skills and experience.] [If you are a manager and think that someone who reports to you may be going through the menopause and it is affecting their performance, if you're not sure what to do, please contact the Clerk. Women who don't get the right support can lose confidence in their ability to do their job (some even decide to leave) and may find that their mental health suffers.

5. Support through the menopause

5.1. We know that the menopause is a very personal matter, so we will not usually raise it with you even if we think you are displaying symptoms. We might ask how you are, in general terms. You can then decide whether to talk to us about the menopause or not. We encourage you to do so because we want to support you.

5.2. We have a four-step procedure that applies to discussions around the menopause and the action we'll take.

5.3. Step 1

a You could start by speaking with your GP or medical specialist about your menopause-related concerns.

b You could also talk to your [*line manager*] (see Step 2) if you feel comfortable doing that.

5.4. Step 2

a Meet with your line manager. [All managers have been trained in understanding and helping employees through the menopause.] You should expect to be able to have a private, friendly, honest and constructive conversation.

b We will discuss with you ideas that could make things easier for you. Adjustments will depend on different factors, but things you could ask us to consider include:

- Modifying your uniform / dress code
- Installing a water cooler
- Giving you a desk fan
- Making a room available for rest
- Allowing you more frequent breaks
- Extending deadlines
- Agreeing a flexible working arrangement (a change in working hours or homeworking, for example)
- Altering some aspects of your duties

c Your conversation with your line manager will be confidential. They will probably need to discuss issues and possible solutions with others, including Staffing Committee / Clerk / occupational health. Those people are subject to duties of confidentiality.

d We will work hard to balance your needs with those of your colleagues; however, on occasions, we may not be able to find a solution that works for everyone.

e We will keep notes of the things we discuss and will comply with our data protection responsibilities in respect of the information that passes between us, in line with our GDPR / Data Protection Policy.

f After your initial meeting with your line manager, and periodically after that, we may carry out health and safety risk assessments and/or seek advice from occupational health.

5.5. Step 3

- a Taking account of any specialist advice, we will agree with you the adjustments that we will make.
- b We will meet with you to make sure that the adjustments are working for you and us. If any modifications are needed, or if anything new needs to be put in place, we will discuss that with you.

5.6. Step 4

- a We will meet with you on an ongoing basis to check that your symptoms are being managed effectively.
- b You may find that your symptoms change over time. Please tell us if that happens, so that we can look at making further or alternative adjustments. Once your symptoms pass, we expect you to tell us, and we may discuss with you removing the adjustments in place.

5.7. We may need to consult with occupational health/your doctor at various points to make sure everything is being done that should be done.

5.8. We are aware that you may be indirectly affected by the menopause. It may directly affect a loved one or family member, and this may cause concern or distress. We are committed to supporting you too. We urge you to talk to your line manager so we can discuss how we might best support you.

6. **Our expectations of our staff**

- 6.1. We may not be able to tell you about any menopause-related issues that a particular colleague is experiencing. We need you to accept that and respect their privacy.
- 6.2. Employees must treat each other fairly. Any unfavourable treatment, harassment, teasing or inappropriate comments in relation to the menopause or a colleague's symptoms could constitute age, disability or sex discrimination. You are expected to treat each other with respect and compassion. We have a zero-tolerance policy on bullying and harassment.
- 6.3. If you treat a colleague badly (including making unwanted comments or jokes) because of their menopause symptoms, you could be disciplined.
- 6.4. There are lots of web-based resources where you can find support and information. Examples include:
 - a <https://www.nhs.uk/conditions/menopause>
 - b <https://www.themenopausecharity.org>

HR08 – Maternity and Family Friendly Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR08 - Maternity & Family Friendly Policy

1. Introduction

- 1.1. Mothers, fathers and partners (including same-sex partners) and adoptive parents all have statutory rights to family leave. In the UK, there are several different types of family leave and some of them overlap
- 1.2. This Policy explains the rules¹ relating to:
 - a Maternity Leave and pay
 - b Adoption Leave and pay
 - c Paternity Leave and pay
 - d Shared Parental Leave and pay
 - e Parental Bereavement Leave and pay
- 1.3. We have used abbreviations and acronyms in this Policy for ease. They are detailed in bold in the Policy itself and are listed in the glossary at the end of the Policy.
- 1.4. This Policy applies to all employees of the Council.
- 1.5. This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy. If there is any conflict between the terms of this Policy and the statutory rights which it covers, then the statutory rights will prevail.

2. Maternity Leave

- 2.1. You are entitled to take up to 52 weeks of time off work when you have a child. This is known as **Maternity Leave**. This is your right regardless of how long you have worked for us or how many hours you work.
- 2.2. The rules relating to Maternity Leave separate the time off into an initial period of 26 weeks, which is known as Ordinary Maternity Leave (**OML**), and the following 26 weeks, which is known as Additional Maternity Leave (**AML**).

3. Telling us about your pregnancy

- 3.1. Once you are aware that you are pregnant, please let us know as soon as possible. This is so that we can review any health and safety implications and start to plan for your absence. Once you have told us you are pregnant, we will arrange for a risk assessment of your work environment to be carried out.
- 3.2. You should work out what your expected week of confinement (**EWC**) is. Your EWC is the week (beginning on Sunday and ending on Saturday) when your due date falls. Your EWC is used as the basis for several rules relating to maternity rights.

¹ This Policy is drafted to reflect statutory entitlements. If you offer any enhanced entitlements to leave and/or pay, then you should insert details of these entitlements as well.

3.3. No later than the 15th week before your EWC (**Qualifying Week**) you must:

- a Tell us what your EWC is.
- b Tell us the date that you want your Maternity Leave to start. This date cannot usually be earlier than the 11th week before your EWC.

Once you have sent us these details, we will write to you stating the date we expect you to return to work (this will be calculated based on the assumption that you will be taking your full period of Maternity Leave) (**Assumed Return Date**).

3.4. Please provide us with a copy of your MATB1 form, which you will receive from your midwife. We will store and process your MATB1 form in accordance with our [*Data Protection Policy*].

4. Starting Maternity Leave

- 4.1. Maternity Leave cannot usually begin until the 11th week before your EWC (unless your child is born before this date). Maternity Leave will automatically begin when you give birth if it has not already started before this.
- 4.2. If you want to change the start date for your Maternity Leave, then you should let us know in writing at least 28 days before the earliest of the original start date or the new start date (if you are bringing your leave earlier). We will then write to you with an adjusted Assumed Return Date.
- 4.3. Your Maternity Leave will start automatically if you are off sick for a pregnancy-related reason at any point in the four weeks before your EWC.

5. Statutory Maternity Pay

- 5.1. You will be eligible for Statutory Maternity Pay (**SMP**) if you:
 - a Have 26 weeks' continuous service with us by the Qualifying Week
 - b Earned at least the average amount set by the Government each year in the eight weeks before the Qualifying Week
 - c Provided us with a copy of your MATB1
 - d Gave us at least 28 days' notice of your proposed Maternity Leave start date.
- 5.2. You will receive SMP for up to 39 weeks. This will be paid at 90% of your average weekly earnings for the first six weeks and at the standard SMP rate for the remaining 33 weeks. The standard SMP rate is set by the government, and you can see the current rate at the link below. We will pay SMP at 90% of your average weekly earnings for all of your Maternity Leave if your average weekly earnings fall below the standard rate.
- 5.3. We will deduct tax and National Insurance contributions from your SMP in the same way as we do from your regular salary.
- 5.4. If you do not have 26 weeks' service by the Qualifying Week, then you may still be eligible for Maternity Allowance (**MA**). MA is administered by the Government rather than us. You should complete the online forms which you can access using the links below. We have no involvement in the administration of MA. This is your personal responsibility.

6. During Maternity Leave

- 6.1. We may contact you from time to time while you are on Maternity Leave – for example, to discuss arrangements for your return to work, possible internal job vacancies or qualification expiry dates. If you'd prefer us not to contact you during your Maternity Leave, please tell us.
- 6.2. You will continue to receive benefits due to you under your employment contract while on Maternity Leave. Except for terms relating to pay, all your normal terms and conditions will apply.

7. Time off for antenatal appointments

- 7.1. You are entitled to paid time off for antenatal appointments during working hours. We ask for as much notice as possible, and we may want to see confirmation of your pregnancy and an appointment card for all but the initial appointment.
- 7.2. If you have what is known as a 'qualifying relationship' with a pregnant woman or the unborn child, you are entitled to unpaid time off to accompany her to a maximum of two antenatal appointments. This applies to each pregnancy. A 'qualifying relationship' is one where you are one of the following:
 - a The child's father
 - b The pregnant woman's spouse
 - c The pregnant woman's partner
- 7.3. We expect you to give us as much notice as possible. Legally, you are only entitled to 6.5 hours off work for each appointment (which includes travelling and waiting time), but if you need more time, please discuss it with us. To attend any further appointments, you will need to request time off as holiday (which will be managed as laid out in our [*Holiday Policy*]) or unpaid leave.
- 7.4. You must provide a signed statement showing the date and time of each appointment. It must confirm that:
 - a You are eligible under the 'qualifying relationship' criteria
 - b The time off is solely to accompany the woman to her appointment
 - c A doctor, midwife or nurse has advised that the woman needs the appointment
- 7.5. You may be entitled to time off to attend up to two antenatal appointments if you are having a child by surrogate. For guidance, ask [*insert relevant person or department*].

8. Time off for adoption appointments

- 8.1. You are entitled to time off to attend an adoption appointment. This is an appointment arranged by an adoption agency, usually for you to get to know the child who will be placed with you, but sometimes for other reasons related to the adoption.

- 8.2. If more than one child is being placed with you at the same time, then we treat this as one adoption and will not give you time off to attend additional appointments. Time off for this type of appointment must be taken before any child is placed with you.
- 8.3. You may attend up to five appointments per adoption, on paid time off if you are adopting on your own or will be the primary adopter. You may attend up to two appointments, on unpaid leave, if you are the secondary adopter.
- 8.4. You are entitled to take up to 6.5 hours for each appointment. This includes travelling and waiting time. We will need a signed statement with details of the time and date of the appointment as well as confirmation that:
- a The adoption agency has arranged or requested the appointment.
 - b You are either adopting the child on your own or jointly with someone else.
 - c You are electing to take either paid or unpaid time off work if you are adopting jointly.
- 8.5. It may be necessary to ask you to rearrange an appointment, and we may refuse a request for a particular day or time in exceptional circumstances. We will, however, never do this without good reason.

9. Adoption Leave

- 9.1. You are entitled to take up to 52 weeks off work if you are the primary adopter in an adoption process (**Adoption Leave**). Adoption Leave is split into an initial period of 26 weeks, which is referred to as Ordinary Adoption Leave (**OAL**) and a further period of 26 weeks, which is referred to as Additional Adoption Leave (**AAL**).
- 9.2. You will be eligible for Adoption Leave if you are adopting and meet the following requirements:
- a You are adopting a child through a UK adoption agency, or you are a local authority foster parent who has been approved as a prospective adopter.
 - b The adoption agency or local authority has given you written notice that it has matched you with a child and has told you the expected date of placement.
 - c You have told the agency or local authority that you agree to the placement.
- 9.3. Adoption Leave is also available in certain surrogacy cases if you meet the following conditions:
- a A surrogate mother gives birth to a child who is biologically the child of either you or your spouse or partner (or both of you).
 - b You expect to be given parental responsibility under a Parental Order from the court. The child must live with you, and you must apply for the Parental Order within six months of birth.
- 9.4. Only one parent can take Adoption Leave (the **Primary Adopter**). The other parent may be eligible for **Paternity Leave** (see below). In some cases, you may be able to take **Shared Parental Leave** with your partner (see below).

- 9.5. All of your terms and conditions of employment will continue as normal during Adoption Leave, save those that relate to pay.

10. Notification of adoption or surrogacy

- 10.1. If you are adopting or fostering for adoption, then you should let us know as soon as you receive an expected date of placement (**EDP**) from the local authority. When you provide us with this information, you should also let us know when you would like your Adoption Leave to start (**Intended Adoption Leave Start Date**). We ask that you provide us with this information within seven days of receiving notification of a match, but we understand that this will not always be possible. Please let us know as soon as possible.
- 10.2. Please provide us with a copy of your matching certificate as soon as you receive it. We will store and process your matching certificate in accordance with our *[Data Protection Policy]*.
- 10.3. In a surrogacy case, you must inform us in writing of your intention to take Adoption Leave and give the expected week of childbirth (**EWC**) and your Intended Adoption Leave Start Date. You must give this information by the end of the 15th week before the EWC, or, if that is not reasonably practicable, as soon as you can. When the child is born, you must tell us the date of birth as Adoption Leave in surrogacy cases usually starts on the day that the child is born.
- 10.4. Once you have provided us with this information, we will write to you and confirm our understanding of your assumed return to work date (**Assumed Return Date**), which will be calculated on the assumption that you will be taking your full entitlement to Adoption Leave.

11. Starting Adoption Leave

- 11.1. In an adoption or fostering for adoption case, you can elect to start Adoption Leave at any point from 14 days before the EDP up to the EDP but not later.
- 11.2. In a surrogacy case, Adoption Leave will begin on the date that the child is born (or the following day if you are at work on the day that the child is born).

12. Adoption Pay

- 12.1. If you are the Primary Adopter and have at least 26 weeks' continuous service with us by the 15th week before the date of receiving notification of a match, or EWC in a surrogacy case, then you may be eligible for statutory adoption pay (**SAP**). SAP is paid for up to 39 weeks at the same rate as SMP – see above for details.

13. Returning from Maternity or Adoption Leave

- 13.1. We will have told you our Assumed Return Date for you when you contacted us with details of your EWC or EDP. If you wish to return from Maternity Leave or Adoption Leave earlier than the Assumed Return Date, then you must let us know your new date in writing at least eight weeks before your altered return date (**Altered Return Date**). If you don't give us eight weeks' notice, then we can delay your return until the eight weeks' notice has been given (or you reach your Assumed Return Date if this is earlier).
- 13.2. If you want to come back to work later than your Assumed Return Date then you should consider applying for a period of Parental Leave (see below) or taking holiday.
- 13.3. If you decide not to return to work following Maternity Leave or Adoption Leave, then you should let us know in writing as soon as possible. You must give us at least the amount of notice set out in your contract of employment. Once you have told us that you do not wish to

return to work following Maternity Leave or Adoption Leave, then you cannot change your mind without our agreement.

13.4. If you want to return to work with altered hours, days or times of work, then you should consider making a flexible working request under our [*Flexible Working Policy*]. Any application should be made in good time before you are due to return from Maternity Leave or Adoption Leave to allow sufficient time for us to consider your request.

13.5. Shortly before you are due to return to work, we may invite you to have a discussion about the arrangements for your return. This may cover:

- a Letting you know about any changes in the business whilst you have been off
- b Identifying any training needs you might have on return
- c Any changes to working arrangements (especially if you have made a flexible working request under our [*Flexible Working Policy*])

13.6. If you return from Maternity Leave or Adoption Leave before the end of OML or OAL, then you can normally return to the role that you had before you started Maternity Leave or Adoption Leave. If you return from Maternity Leave during or at the end of AML or AAL, then, if it is not reasonably practicable for us to allow you to return to the same role, we may give you another suitable and appropriate role on terms and conditions that are not less favourable.

14. Keeping in touch on Maternity Leave or Adoption Leave

14.1. You may be offered up to 10 days' work while you are on Maternity Leave or Adoption Leave at a rate of pay agreed in advance. These days are sometimes used for purposes such as keeping a qualification valid or attending key meetings, corporate training days, appraisals or consultation meetings. You are not obliged to make use of these days. Your decision about whether you use some or all of these days will not affect your right to leave and pay. These days are known as Keeping In Touch days (**KIT days**).

15. Relationship between Maternity Leave and Adoption Leave and Shared Parental Leave

15.1. If you are on a period of Maternity Leave or Adoption Leave, then you and your spouse or partner may be eligible to transfer to a period of Shared Parental Leave (see below). This gives you the flexibility to share leave and pay entitlements in the year after birth.

15.2. You need to give us eight weeks' notice if you want to end your Maternity Leave or Adoption Leave and move to a period of Shared Parental Leave. You can give us this notice at any time, but if you have given birth, you must stay on Maternity Leave for at least the first two weeks after birth (**Compulsory Maternity Leave**). After this time, you can share the leave with your partner in accordance with the rules set out below.

16. Shared Parental Leave

16.1. If you want more flexibility in the first year after your child is born or placed with you, you and your partner may want to consider Shared Parental Leave (**ShPL**) instead of just taking Maternity Leave/Adoption Leave and Paternity Leave. Provided that you are both eligible, ShPL allows you to split the available leave between you so that you can be off work at the same time or consecutively.

16.2. There is a total of 52 weeks of ShPL available, less any weeks the mother has either been on Maternity Leave (including the compulsory period) or receiving SMP or MA or any weeks when the Primary Adopter has been on Adoption Leave or receiving SAP or MA.

16.3. You or your partner may be eligible for ShPL if:

a You are:

- (i) the mother and share the main childcare responsibility with the child's father or your partner; or
- (ii) the father and share the main childcare responsibility with the child's mother; or
- (iii) the mother's partner and share the main childcare responsibility with the mother in place of the father;

b Either:

- (i) A UK adoption agency places a child with you and/or your partner for adoption, or;
- (ii) A child in local authority care is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme, or
- (iii) You adopt a child from overseas with UK government approval; or
- (iv) You have a child with a surrogate mother and the court has made or is expected to make a Parental Order.

c You have worked for us for at least 26 continuous weeks by the end of the Qualifying Week and you will still be employed by us before you take ShPL; and

d The other parent has worked at least 26 of the 66 weeks before the EWC – this can be as an employee or self-employed – and had weekly earnings averaging at least £30 during 13 of the weeks; and

e You and the other parent fulfil the notice and other requirements detailed below.

16.4. The child's mother cannot start ShPL until the end of Compulsory Maternity Leave.

16.5. ShPL is additional to Paternity Leave (see below). The child's father, or the mother's partner, may consider using their two weeks' Paternity Leave before starting ShPL as once ShPL starts, any Paternity Leave not already taken is lost.

17. Notification of Shared Parental Leave

17.1. You must tell us in writing at least eight weeks before you intend your ShPL to begin that you want to opt in to the ShPL scheme. We will also need to know:

a Your name and the other parent's name.

- b the start and end dates of the mother's Maternity Leave or the Primary Adopter's Adoption Leave (or the SMP/SAP or MA start and end dates if they are not eligible for Maternity Leave or Adoption Leave).
 - c How many weeks of ShPL are available – that is, 52 weeks less Maternity Leave, Adoption Leave, SMP or MA already taken by the mother/Primary Adopter or due to be taken.
 - d How many weeks of ShPL you will take and how many the other parent will take – you can change this by telling us in writing, and you do not have to take your full allowance.
 - e The total Statutory Shared Parental Pay (**ShPP**) available – that is, 39 weeks less the number of weeks of SMP, SAP or MA already taken or due to be taken.
 - f How many weeks of the ShPP available is to be allocated to you and how many weeks are to be allocated to the other parent – you can change this by telling us in writing, and you do not have to use your full allocation.
 - g The pattern of leave you want to take, with start and end dates for each block of leave. Although this is not binding, it will help us if you give us as much information as possible.
 - h That you and the other parent are both eligible to claim ShPL and ShPP – we will need signed declarations from both of you.
- 17.2. If you are the child's mother or Primary Adopter, you must give us at least eight weeks' notice in writing to end your Maternity Leave or Adoption Leave. We need this curtailment notice at the same time as you supply the ShPL opt-in notice, and you cannot take ShPL unless we have both. In the curtailment notice, you must tell us the date your Maternity Leave or Adoption Leave will end, which must be after the Compulsory Maternity Leave period for Maternity Leave.
- 17.3. If your partner is the one taking ShPL, we need a written declaration that their employer has received an opt-in notice and all the necessary declarations have been made. They may be able to take ShPL from their employer before your Maternity Leave or Adoption Leave ends, but only if we have received your curtailment notice.
- 17.4. Curtailment notices are binding and can only be revoked if your Maternity Leave or Adoption Leave has yet to finish and you meet one of the following conditions:
- a You have found out that neither you nor the other parent is eligible for ShPL or ShPP – in this case, you can revoke the curtailment notice by writing to us any time up to eight weeks after it was given.
 - b The curtailment notice was issued before the birth and you are revoking it in writing during the six weeks after the birth.
 - c The child's other parent has died.
- 17.5. You cannot opt back in to the ShPL scheme after you revoke a curtailment notice except if the notice was given to us before the birth and it is revoked in writing during the six weeks following the birth.

17.6. If the mother is still on Maternity Leave or the Primary Adopter is still on Adoption Leave or claiming SMP/SAP or MA, the partner will be unable to start ShPL until one of the following has happened:

- a The mother has returned to work.
- b The mother has given a curtailment notice to their employer to finish their Maternity Leave or Adoption Leave.
- c The mother has given a curtailment notice to their employer to finish their SMP or SAP.
- d The mother has given the benefits office a curtailment notice ending their MA.

17.7. We may also ask you to provide the following:

- a A copy of your child's birth certificate or a signed declaration of the date and place of birth if you have yet to get the certificate
- b Contact details for the other parent's employer, or a declaration that they do not have an employer
- c In a UK adoption case, one or more documents from the adoption agency showing the agency's name and address and the EDP
- d In an overseas adoption case, a copy of your Official Notification
- e In a surrogacy case, the Parental Order from the court (if it has been granted)

18. Organising Shared Parental Leave

18.1. Once you have opted in to the ShPL scheme, you need to give us a 'period of leave' notice to book your time off. You can give us your period of leave notice at the same time as your opt-in notice or at any other time, as long as we receive your period of leave notice at least eight weeks before the first period of ShPL begins.

18.2. On your period of leave notice, you can either give us specific dates or the number of days after the birth that you want ShPL to start and finish. You may prefer the second option if the father plans to take Paternity Leave as soon as the child is born and wants ShPL to run on from it. You must take ShPL in blocks of at least one week at a time.

18.3. You are automatically entitled to take a single continuous block of ShPL (but we will consider any request for separate blocks of ShPL as detailed in the following paragraphs).

18.4. You may lodge up to three period of leave notices, which may allow you to take up to three separate ShPL blocks with periods at work in between. If you later reschedule or cancel one of the blocks, it nevertheless counts towards your three notices.

18.5. To make it easier for us to consider your request to take ShPL in more than one block, you should discuss your requirements with your *[line manager]* as early as possible before you submit your formal period of leave notice.

- 18.6. If you want separate blocks of ShPL, you must give us details of the pattern you want to follow in your period of leave notice. Once we have received your period of leave notice, we will either agree immediately or we will start a discussion period with you, which will last for a maximum of two weeks. If we reach agreement, we will confirm this in writing before the end of the two-week period. If we fail to agree, you can take all the ShPL you asked for in one continuous block, beginning on the start date you gave us in your notice. For example, if you asked for three separate three-week periods, you can combine them into one continuous 9-week leave period.
- 18.7. The other way we can approach this is if you agree to do one of the following:
- a Choose a new start date and tell us what it is within five days of the end of the two-week discussion period. The new date has to be at least eight weeks after the start date of the first of the blocks you asked for.
 - b Withdraw the notice and inform us within two days of the end of the two-week discussion period. This will not be counted as a period of leave notice, and you are free to submit a fresh one.
- 18.8. If you need to cancel a period of ShPL, you must tell us in writing at least eight weeks ahead of the start date of the relevant block.
- 18.9. If you want to change a start date, you must inform us in writing at least eight weeks before the earlier of the original date and the new start date. Similarly, you can change the end date if you inform us in writing at least eight weeks before the earlier of the original date and the new end date.
- 18.10. If you want to combine blocks of ShPL into one continuous period, you will need to give us the new start date or end date, whichever is relevant.
- 18.11. If you want to split a continuous period of ShPL into two or more periods separated by periods at work, you will need to tell us the new start date or end date. We may not be able to accommodate your request, but we will approach it as if you had asked for separate blocks of ShPL in the first place.
- 18.12. If you submit a notice to change or cancel a block of leave, we will count this as one of your three period of leave notices. There are three exceptions to this rule, which are:
- a The change is because your child was born earlier or later than the EWC or is placed with you earlier than the EDP.
 - b You cancel a request for separate blocks of leave within two days of the two-week discussion period ending.
 - c We ask you to make the change.

19. During Shared Parental Leave

- 19.1. If your child is born before the beginning of the EWC or is placed with you before the EDP, we may allow you to start ShPL during the eight weeks following birth/placement despite you being unable to give us eight weeks' notice. To enable us to do so, we need to apply the following rules:
- a If your period of leave notice gave us a set date within the eight weeks following the EWC/EDP for your ShPL to start, you can move the date forward by the same number of days as long as you write to tell us as soon as possible.
 - b If you want to take ShPL in the eight weeks following birth/placement and your child arrives or is placed early, you will need to give us your opt-in notice and period of leave notice as soon as possible.
- 19.2. If you had a start date of a set number of days – rather than a set date – after the birth/placement in your period of leave notice, you do not need to do anything.
- 19.3. You will continue to receive benefits due to you under your employment contract. Except for terms relating to pay, all your normal terms and conditions will apply, and you will continue to accrue holiday entitlement.
- 19.4. If you are due any holiday, you should discuss with your [*line manager*] when to take this before starting ShPL, and if you are the mother, you should try to take any holiday due to you before your Maternity Leave begins.
- 19.5. We may need to contact you from time to time while you are on ShPL – for example, to discuss arrangements for when you return.
- 19.6. You may also be asked to work during ShPL for up to 20 days. These days are known as **SPLIT** (Shared Parental Leave In Touch) days. SPLIT days are in addition to the 10 KIT days you have the option to work during your Maternity Leave or Adoption Leave. As is the case with KIT days, you are not obliged to work SPLIT days but, if you do, you will be paid at a rate agreed with your [*line manager*]. This also applies if you ask to work any of the 20 days.

20. Returning from Shared Parental Leave

- 20.1. You must give us eight weeks' notice in writing if you want to end a ShPL period early and provide the new return-to-work date. You will be unable to end your ShPL early without our agreement if you have already used your three period of leave notices.
- 20.2. If you have unused ShPL entitlement and want to extend your leave, you must tell us in writing by submitting a period of leave notice at least eight weeks before the date you had intended to return to work. You will be unable to extend your ShPL without our agreement if you have already used your three period of leave notices. Instead, you may be able to take holiday or Parental Leave (see below).
- 20.3. You are entitled to take up the same job with the same employment terms you had before going on ShPL. However, in certain circumstances, it may not be reasonably practical for

you to resume your previous role, and we may place you in another appropriate post with no less favourable terms and conditions. This will only apply in the following cases:

- a Your ShPL plus any Maternity Leave, Adoption Leave or Paternity Leave taken amounts to more than 26 weeks, irrespective of whether or not it was taken consecutively.
- b Your ShPL was taken consecutively, before or after more than four weeks of Parental Leave.

21. Shared Parental Pay

21.1. If you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week, you may be able to claim ShPP for up to 39 weeks. We will pay this at the rate set annually by the Government, less any SMP, SAP or MA already claimed by either you or your partner. Your average earnings must be not less than the lower earnings limit set each tax year for you to qualify.

21.2. When you give us your period of leave notice (or notices), you must notify us that you intend to claim ShPP while you are on ShPL. You can also write to us at least eight weeks before the date you want us to start paying your ShPP if you have not already told us in a period of leave notice.

22. Holiday rights and Maternity Leave, Adoption Leave and Shared Parental Leave

22.1. You will continue to accrue holiday entitlement during Maternity Leave, Adoption Leave and Shared Parental Leave. If you are due any holiday before your Maternity Leave, Adoption Leave or Shared Parental Leave begins and/or if your period of holiday entitlement is likely to span two holiday years, you should try to take all accrued leave before your leave starts where practical.

23. Pension contributions during Maternity Leave, Adoption Leave and Shared Parental Leave

23.1. During OML or OAL, any paid period of shared Paternity Leave and any further period of paid Maternity Leave or Adoption Leave we shall continue to make any employer contributions that we usually make into a money-purchase pension scheme, based on what your earnings would have been if you had not been on leave [provided that you continue to make contributions based on the maternity, shared paternity or adoption pay you are receiving]. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact *[insert relevant person or department]*.

23.2. During unpaid AML, AAL or unpaid Shared Parental Leave, we will [not] make any payments into a money purchase scheme. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date.²

24. Redundancy and Maternity Leave, Adoption Leave and Shared Parental Leave

24.1. If a redundancy situation occurs during your Maternity Leave, Adoption Leave or Shared Parental Leave, we will let you know about the proposals and involve you in any consultation process. We will invite you to a meeting before any final decision is reached regarding redundancies. Employees on Maternity Leave, Adoption Leave or Shared

² Please note that if you have a final salary pension scheme, then this section will need to be altered to reflect the position.

Parental Leave will be given first refusal on any suitable alternative vacancies that are appropriate to their skills.³

25. Paternity Leave

- 25.1. If you have been working for us for 26 weeks by the 15th week before the EWC in maternity or surrogacy cases (or the date of receiving notification of a match in adoption cases) and you are the father of the child or the partner of another person who has or expects to have responsibility for the child's upbringing, then you are eligible to take Paternity Leave.
- 25.2. If you are eligible, you can take a maximum of two consecutive weeks of Paternity Leave, which can be taken at any time from the date of the child's birth or adoption placement (or any day in that week) and the 56 days after birth/placement (or due date if the child is born early).
- 25.3. Paternity Leave can either be taken as one week or two consecutive weeks but not separate weeks or odd days.
- 25.4. You must let us know if you intend to take Paternity Leave by no later than the 15th week before the EWC or no more than seven days after you are notified of the EDP if you are adopting. You should tell us the start date of the leave to be taken, the EWC or EDP and whether you are taking one week or two weeks of Paternity Leave.
- 25.5. If you want to change the date that your Paternity Leave starts, then please give us 28 days' written notice or, if this is not possible, as much notice as you can.
- 25.6. You are able to take Paternity Leave in the event of a stillbirth after 24 weeks of pregnancy or if your child is born alive after 24 weeks of pregnancy but later dies.
- 25.7. While you are on Paternity Leave, all the terms and conditions not relating to pay in your employment contract will apply. When you return, you will have the right to the same job with the same terms and conditions as you had before your Paternity Leave began.

26. Statutory Paternity Pay

- 26.1. Provided that in the eight-week period prior to the 15th week before the EWC or EPD (the **Relevant Period**) your earnings were not less than the lower earnings limit set by the Government (see the link below), you will be entitled to receive Statutory Paternity Pay (**SPP**) during Paternity Leave. SPP is paid at a weekly rate set by the Government each year (see the link below for the current figure) or, if your average weekly earnings in the Relevant Period are lower than this, then at 90% of your average weekly earnings in the Relevant Period.

27. Parental Leave

- 27.1. Parental Leave can be taken at any time until a child's 18th birthday and comprises 18 weeks' unpaid leave per child.
- 27.2. If you have responsibility for a child, you are entitled to take Parental Leave. Those eligible include the registered father and anyone else with formal parental responsibility for the child.

³ This protection is likely to be extended from April 2023 to cover the period of an employee's pregnancy and a period of six months following their return to work.

- 27.3. You must have worked for us for at least a year before you can take Parental Leave, already have – or expect to have – responsibility for a child and intend to use the leave only to care for the child or otherwise spend time with them.
- 27.4. You can take up to four weeks of Ordinary Parental Leave per child, per year, in blocks of a single week or more. You cannot take less than a week at a time unless the child is disabled.
- 27.5. You need to give your manager 21 days' notice that you intend to take Parental Leave. We will always try to accommodate your request, but we may have to rearrange your dates if your absence would disrupt our business by, for example, leaving us short-staffed. If your leave has to be postponed, we will tell you why in writing within seven days of your request and provide you with alternative start and end dates.
- 27.6. We are unable to postpone Parental Leave if you have asked for it to start immediately after a child's birth or adoption. We are also unable to postpone Parental Leave beyond six months or beyond the child's 18th birthday.
- 27.7. Your employment contract and all its terms and conditions remain in force throughout Parental Leave, other than the fact that it is unpaid. Your holiday entitlement continues to accrue in the normal way.

28. Stillbirth and neonatal loss

- 28.1. In the event of a miscarriage before the end of the 24th week of your pregnancy, according to the statutory provisions, any time off work is treated as sickness absence. We will, of course, provide you with the appropriate support.
- 28.2. In the event that you lose your child after 24 weeks of pregnancy or your child is born alive at any stage of pregnancy but later dies, you are entitled to Maternity Leave. You may also be entitled to **SMP** (see below) if you are eligible.
- 28.3. In the event of a stillbirth or neonatal loss, we will support you in line with our [Wellbeing Policy].

29. Parental Bereavement Leave

- 29.1. We offer two weeks' paid Parental Bereavement Leave for any parent who loses a child aged under 18. This includes a stillbirth after 24 weeks of pregnancy. We will be flexible about how you take this leave (for example, you might want to take it in one block, or as two separate weeks).
- 29.2. We understand you may not be in a position to have any detailed discussion with [*insert relevant person or department*] if somebody close to you dies, but please tell your [*line manager*] what has happened. An email will be fine.

30. Glossary

AML – Additional maternity leave

EDP – Expected date of placement in adoption cases

EWC – Expected week of confinement/childbirth, or the week in which a pregnant woman is due to deliver

KIT – Keeping In Touch days

MA – Maternity Allowance

OML – Ordinary maternity leave

Qualifying Week – the 15th week before the EWC

SAP – Statutory Adoption Pay

ShPL – Shared Parental Leave: The scheme under which a mother can share leave with somebody else (usually the father) by opting out of the Statutory Maternity Leave scheme

ShPP – Statutory Shared Parental Pay: A payment similar to SMP but paid to the mother and her partner while they are on ShPL.

SMP – Statutory Maternity Pay: The legal minimum women are entitled to receive while on Maternity Leave

SPLIT – Shared Parental Leave in Touch: The equivalent of KIT, in the ShPL context.

SPP – Statutory Paternity Pay

31. Useful links and contacts

31.1. The following internal policies are referred to in this Policy and provide additional information:

- a *[Holiday Policy]*
- b *[Flexible Working Policy]*
- c *[Insert details of any other relevant policies]*

31.2. The following links may be useful:

- a www.gov.uk/maternity-pay-leave/pay – for details of the current rate of SMP, ShPP, SAP and SPP
- b <https://www.gov.uk/maternity-allowance/how-to-claim> – for details of how to claim maternity allowance

32. Administration of the Maternity and Family Friendly Policy

32.1. *[Insert relevant person or department]* is responsible for the administration of the Maternity & Family Friendly Policy. Should you have any feedback, please contact *[insert contact details]*.

HR11 – Harassment and Bullying Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

11 Harassment & Bullying Policy

1. Introduction

- 1.1. We are committed to providing a work environment where everyone is treated with dignity and respect. We do not tolerate bullying and harassment.
- 1.2. This Policy:
 - a Explains the concepts of 'bullying' and 'harassment'
 - b Sets out our expected standards of behaviour
 - c Sets out the process you should follow if you have a bullying or harassment complaint
 - d Explains how we will deal with any complaints
- 1.3. This Policy applies to everyone who works for us, including employees, workers, agency workers, consultants, casual workers, volunteers and interns.
- 1.4. This Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

2. What is 'bullying'?

- 2.1. Bullying is unwanted behaviour from a person or group that is one of the following:
 - a Offensive, intimidating, malicious or insulting
 - b An abuse or misuse of power that undermines, humiliates or causes physical or emotional harm
- 2.2. Bullying can take many different forms. Examples of bullying behaviour include:
 - a Spreading malicious rumours about someone
 - b Consistently putting someone down and undermining them
 - c Deliberately giving someone a heavier workload than everyone else
 - d Excluding someone from team social events
- 2.3. Bullying could involve a pattern of behaviour or a one-off incident. It could happen face-to-face, online, by phone or in writing. It can be verbal and non-verbal. It is not always obvious to others.
- 2.4. Although bullying is often connected to a power imbalance, that does not mean that it always involves a more senior person bullying a more junior person. It can also be directed at someone more senior than the bully. It may take the form of spreading rumours, refusing to follow instructions, undermining authority, making fun of or mocking the more senior person or spreading rumours about them.

- 2.5. Constructive and fair feedback about your behaviour or performance from your manager or colleagues is not bullying. It is part of normal employment and management functions.

3. What is 'harassment'?

- 3.1. When bullying or unwanted behaviour is about certain protected characteristics under discrimination law, then we refer to it as 'harassment'. The protected characteristics which apply are:
- a Sex
 - b Sexual orientation
 - c Race
 - d Religion or belief
 - e Gender reassignment
 - f Age
 - g Disability
- 3.2. Discrimination law also recognises sexual harassment as something separate to sex (i.e. female or male) harassment. Sexual harassment occurs when someone is subjected to unwanted conduct of a sexual nature or when a person is treated less favourably because they have accepted or rejected unwanted conduct of a sexual nature.
- 3.3. Behaviour can still be harassment even if the person being harassed does not complain or ask for it to stop.
- 3.4. We define harassment as behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic. Name-calling, lewd comments, excluding colleagues, making insensitive jokes and displaying pornographic material are all examples of harassment.
- 3.5. Even if you did not intend to harass someone, if your behaviour has this effect on someone else, then you may be found to have harassed them. They may only be a bystander to behaviour you directed at someone else, but they may still have been harassed.
- 3.6. The law protects people who are harassed because they are thought to have a certain protected characteristic when they do not or they are linked to someone who has a certain protected characteristic even if they do not have it themselves.

4. Third-party harassment¹

¹ The 2024 technical guidance on the EHRC code makes it clear that the new duty to prevent sexual harassment under the Worker Protection (Amendment of Equality Act 2010) Act 2023 (in force from 26th October 2024) applies to harassment by third parties as well as workers. As this policy covers all forms of harassment and not just sexual harassment this section is drafted to apply to all harassment claims (not just sexual harassment). There are good policy reasons for casting the net wider: implied duty of trust and confidence; the obligation to provide a safe place of work for employees under health and safety law; the possibility that the law may change in the future to allow employees to bring harassment claims arising out of the conduct of third parties.

- 4.1. We want to create a workplace which is free of harassment. This objective extends beyond acts of harassment by those working for us to harassment by third parties such as [customers, visitors, clients, suppliers – insert third parties relevant to your business].
- 4.2. You are encouraged to report any third-party harassment you are a victim of, or witness, in accordance with this Policy.
- 4.3. We will take active steps to prevent third-party harassment of staff. Action may include [include details of action to be taken including, for example, warning notices to customers or recorded messages at the beginning of telephone calls.]
- 4.4. We will assess the risk of third-party harassment in the workplace and undertake to keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe our third-party harassment protection could be improved. Please let your [Manager] know.
- 4.5. If any third-party harassment of staff occurs, we will take steps to remedy any complaints and to prevent it happening again. [Action may include warning the harasser about their behaviour, banning them from our premises, reporting any criminal acts to the police, and sharing information with other branches of the business].

5. Our position

- 5.1. We will not tolerate bullying or harassment by anyone working for us.
- 5.2. We expect you to treat people with respect and dignity in all communications you have with them, whether face-to-face, over the phone or in writing.
- 5.3. [Our managers are trained to recognise behaviours which may amount to bullying and harassment and to intervene.]
- 5.4. We will assess the risk of harassment in the workplace and keep our risk assessment under regular review. We encourage you to come forward with any areas in which you believe harassment protection could be improved. Please let your [Manager] know.
- 5.5. You are encouraged to report any harassment you are a victim of, or witness, in accordance with this Policy.
- 5.6. As a Council, we are guided by our core values, including [insert relevant values]. These values impact the way we view workplace behaviours and our expectations of you. Our managers are trained to recognise behaviours which may amount to bullying and harassment. We will provide regular training to everyone on what our values mean and explain how you must 'live' these values in your interactions with others.
- 5.7. We have clear and universal standards of workplace conduct [*delete/amend as appropriate*]:
 - a Bad and/or offensive language or gestures of any nature should not be used in the workplace, whether directed at a particular person or not.
 - b Inappropriate images or other content should not be viewed or shared at work.
 - c You should always think before making a joke in the workplace – could anyone be upset or offended by what you say?

- d You should never invade colleagues' personal space.
- e You should not exclude colleagues unfairly from discussions or events.
- f You should not use crude humour.
- g You should not use an aggressive tone or aggressive language when speaking with colleagues.
- h You should not be physically aggressive towards colleagues.
- i You should not make sexually suggestive comments
- j You should not mock, mimic or belittle colleagues in relation to any protected characteristic or otherwise
- k
- l You should not gossip about your colleagues.

5.8. Our standards of workplace conduct and zero tolerance of harassment in the workplace apply equally:

- a at work; or
- b during any situation related to work such as at a social event with colleagues; or
- c against a colleague or other person connected to the employer outside of a work situation, including on social media; or
- d against anyone outside of a work situation where the incident is relevant to your suitability to carry out your role.

6. **Raising a complaint**

- 6.1. If you believe that you are being bullied or harassed, then you should first consider whether it would be appropriate to discuss the matter informally with the person who is bullying or harassing you. Sometimes, people do not realise how their actions are impacting others and it might be that an informal discussion can resolve the issue and reset behaviours.
- 6.2. If you do not feel comfortable approaching the person yourself, or a direct approach has not worked, then you should refer to our [*Grievance Policy*], which sets out a clear process for raising complaints (both informally with an appropriate manager, and formally, if you prefer).
- 6.3. [We realise that bullying and harassment are sensitive topics. We want to make sure that you have options available so that you feel able to come forward and report any issue you are having in confidence. For this reason, we have set-up an anonymous reporting option for cases of bullying and harassment. These systems: [*insert details of systems*] allow you to report concerns anonymously should you feel that you need to. They are accessible by [*insert method of access and access details*].
- 6.4. We may, if we think it necessary, separate you from the person you are complaining about whilst we investigate. This is not a prejudgment of your complaint. It is simply a way to stop things from getting worse during the investigation.

- 6.5. If you notice behaviour of others which may be in breach of this Policy, then you should first consider whether it is appropriate to challenge the behaviour yourself. Only do so if you feel comfortable. If you don't feel comfortable, or a direct approach has not worked, then please report the matter to your [*insert relevant person or department*], who will investigate. You also have the anonymous reporting channels available to you (see above) in sensitive cases.
- 6.6. If we decide that your complaint is not upheld, we will always tell you why in accordance with our [*Grievance Policy*]. Regardless of the formal outcome, if your complaint related to a colleague, we will consider ways of improving your relationship with your colleague[s] and may, for example, suggest mediation or offer training.
- 6.7. Anyone who raises an allegation of bullying or harassment with us in good faith will not be subjected to any detriment as a result.
- 6.8. We will monitor the treatment and outcomes of any complaints of harassment or victimisation we receive to make sure that they are properly investigated and resolved, those who report or act as witnesses are not victimised, repeat offenders are dealt with appropriately, cultural clashes are identified and workforce training is targeted where needed.

7. Confidentiality

- 7.1. To protect the interests of the person complained about, the person who has raised the complaint and any others who may be involved as witnesses or otherwise, confidentiality will be maintained during any investigation process as far as is possible.
- 7.2. [There are anonymous reporting channels available to you if you feel uncomfortable raising an issue openly. Information regarding these can be found above].
- 7.3. If you fail to maintain confidentiality when you are involved in some way in a bullying and harassment complaint, then you may face action under our [*Disciplinary Policy*].
- 7.4. We may place information and documents about a complaint raised by or about you on your personnel file. These will be processed in accordance with our [*Data Protection Policy*].

8. Breaches of this Policy

- 8.1. Any breaches of this Policy will be handled under our [*Disciplinary Policy*] and may result in action including dismissal for gross misconduct or the termination of your contract with us.
- 8.2. Aggravating factors such as abuse of power over a more junior colleague will be taken into account in deciding what disciplinary action to take.

HR13 – Absence Management Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR13 - Absence Management

1. Introduction

- 1.1. You should stay away from work if you are too unwell to carry out your duties for us. We want to make sure that you understand our approach to sickness absence and know the processes that we follow for short-term and long-term absence.
- 1.2. This Policy:
 - a Explains how you should report any absences from work due to sickness
 - b Sets out how you will be paid if you are off work due to sickness
 - c Explains what we regard as an unauthorised absence and how such absences will be handled
 - d Sets out our approach to short-term absence
 - e Explains when we might seek a medical opinion in relation to your health and how we might go about doing that
 - f Sets out our approach to long-term sickness absence
 - g Sets out the support measures in place for any return to work following sickness
 - h Sets out other reasons why you may need to take time away from work and our approach to them
- 1.3. Please note that this Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.
- 1.4. This Policy applies to all employees.

2. Reporting your absence from work?

- 2.1. If you are unwell and unable to attend work, then you should *[phone]* *[insert relevant person or department]* as early as possible and in any event before your scheduled start time to confirm that you are sick and will not be at work. You must not notify your absence *[by email,]* *[text or]* via social media. We may ask you to provide some details about the reason for your absence, whether you are going to see a doctor and to let us know how long you are likely to be off work. We realise that you might not know this straight away – we just ask that you keep us informed as your absence develops. The more information you provide to us, the easier it will be for us to manage and support your absence.
- 2.2. For the first *[seven]* days of absence (including any non-working days, weekends and bank holidays), we will generally allow you to self-certify. This means that you do not need to provide us with a fit note from your doctor. You will just be asked to complete a self-certification form on your return to work.

- 2.3. If your absence continues for longer than seven days, then we will need you to obtain a fit note from your doctor or other healthcare professional covering the remainder of your absence. You should send your fit note to *[insert relevant person or department]*.
- 2.4. A fit note includes details of the reason for your absence and allows your doctor or other healthcare professional to stipulate whether you are 'not fit for work' or whether you 'may be fit for work'. If the fit note states that you 'may be fit for work', then they are invited to provide details of any measures we could take to help you return. If your fit note provides this information, then we will generally arrange a meeting with you to discuss whether we are able to put these measures in place (which will depend on the needs of the business and our resources and capabilities). If we are not able to facilitate your return, then you will continue to be treated by us as if you are not fit for work.

3. Keeping in contact during sickness absence

- 3.1. We expect you to maintain regular contact with us during any period of sickness absence. This will generally be by telephone or email with *[insert relevant person or department]*.
- 3.2. We, for our part, will maintain regular contact with you to discuss your wellbeing, the expected length of your continued absence from work and any of your work that requires attention. Such contact is intended to provide reassurance and will be kept to a reasonable minimum.
- 3.3. This will usually be via telephone calls or emails from *[insert relevant person or department]*, but we will modify our contact arrangements if necessary to take account of the reason for absence.
- 3.4. We expect you to cooperate with our requests for updates on your condition.

4. Sick pay entitlement

- 4.1. Your contract of employment sets out your pay entitlements when you are off sick.
- 4.2. Unless your contract of employment sets out any enhanced entitlement, you will usually be entitled to receive Statutory Sick Pay (**SSP**) for the first 28 weeks of absence. The rate of SSP is set by the Government and changes every year. You can request detail of the current rate of SSP from *[HR]*. You will not receive any payment of SSP during the first three days of any absence. These are known as 'waiting days'. SSP becomes payable after completion of these 'waiting days'.
- 4.3. In order to receive SSP, you must make sure that you follow our rules on reporting absence.

5. Holidays and sickness

- 5.1. When you are off work sick, you continue to accrue holiday. You are able to contact us to request holiday whilst you are off sick. In such cases, you will be paid holiday pay rather than sick pay for the days which you request to be treated as holiday.
- 5.2. If your sickness absence spans two holiday years, then you may be able to carry forward untaken holiday from one year to the next, subject to certain restrictions. Further details can be found in our *[Holiday Policy]*.

- 5.3. If you become unwell while on holiday, then we will usually allow you to convert your holiday into sick leave. You must report your absence as set out above and provide any evidence of sickness which we request. If approved, you will be able to take your holiday at another time, but you may also have to repay the holiday pay that you received.

6. Unauthorised absence

- 6.1. If you fail to turn up for work without good reason, then your absence will be treated by us as being unauthorised. Unauthorised absence includes any sickness absence which is not covered by required supporting evidence (for example, a fit note) or absence where you might be entitled to self-certify but you have not contacted us to tell us about your sickness absence.
- 6.2. If your absence from work is unauthorised, then you will not be entitled to receive pay or any other benefits. We reserve the right to deduct from your pay to take account of your unauthorised absence.¹
- 6.3. Unauthorised absence is a disciplinary matter which will be handled under our [*Disciplinary Policy*] and may result in the termination of your employment.

7. How we deal with short-term absence

- 7.1. Short-term absence can have a real impact on the Council. Effective management of short-term absence to make sure that it does not happen too often is, therefore, important.
- 7.2. We will always take the time to discuss your absence with you. This will be done at return-to-work meetings following any period of absence [[regardless of duration] **or** [which is one week or more in duration]]. We will ask what we can do to help you to maintain good attendance and try and understand the reasons why you may be failing to reach our attendance standards. On occasion, this may involve asking for your permission to obtain information and support from a medical professional (see below).
- 7.3. [We aim to manage short-term absence by following a trigger system which monitors short-term absence levels and triggers formal action if patterns begin to emerge. Our system follows the 'Bradford Factor' model and operates as follows²:
- a A score is created by using the calculation $S \times S \times D$, where 'S' is the number of spells of absence in a rolling 12-month period and 'D' is the total number of days absent over that same period.
 - b The action taken based on the score reached by applying the calculation will generally be as follows:
- 0-49: no action required

¹ Please note that a deductions clause is required in the contract of employment if you wish to make deductions from an employee's wages.

² The Bradford Factor tends to be used in larger public sector organisations and may be too complex for some smaller businesses. An alternative approach could be to treat 'occasions' of absence as any period of absence in a rolling 12-month period, regardless of duration, and to have a first trigger (verbal warning) after, say, three occasions of absence, with the warning remaining live for six months. If a further two occasions of absence occur whilst the warning remains live, then you move to the second trigger (written warning) etc. Alternatively, you could set out triggers over shorter periods (for example, if three occasions of absence occur in three/six months, a trigger point could be hit and a warning considered).

50-214: consider issuing a verbal warning

215-399: consider issuing a first written warning

400-649: consider issuing a final written warning

650+: consider dismissal]

- 7.4. If a trigger point is hit, then you will generally be invited to a formal hearing at which your absence levels can be discussed. You are entitled to be accompanied at this meeting by a work colleague or trade union representative. This meeting will provide an opportunity to take an in-depth look at the reasons, impact and possible solutions in respect of your absence. We will always approach such meetings supportively, with the aim of understanding and addressing any underlying problems which are contributing to high absence levels. Having looked at all options available, one outcome of this meeting may be the imposition of a warning. We will explain the improvement we require and what support we will provide to help you with this. You will then be set a target for improved attendance in line with the system set out above. You have the right to appeal any warning issued. The same process of meeting, warning and right of appeal will be followed at each stage of the absence management process. If, following the imposition of a final written warning, absence remains an issue and avenues for support have been explored, a final formal meeting may result in the termination of your employment with notice.
- 7.5. Warnings at each stage of this procedure generally remain live on your file for [6/9/12] months, although we reserve the right to extend the length of time that a warning remains live in appropriate circumstances.
- 7.6. We will always take the time to understand the background to any absence and will not operate this system in a vacuum.
- 7.7. We will make reasonable adjustments to the above process to take account of individual circumstances and any disabilities. For example, absences relating to pregnancy will be discounted and absences relating to a disability will generally be subject to a higher trigger level, supported by medical evidence.

8. Disabilities

- 8.1. We are aware that sickness absence may result from a disability. At each stage of the sickness absence meetings procedure (both long-term and short-term), particular consideration will be given to whether there are reasonable adjustments that could be made to the requirements of a job or other aspects of working arrangements that will provide support at work and/or assist a return to work.
- 8.2. If you consider that you are affected by a disability or any medical condition which impacts your ability to undertake your work, you should inform [*insert relevant person or department*]. Any information you provide will be handled in a confidential manner and in accordance with our [*Data Protection Policy*].

9. Seeking a medical opinion

- 9.1. We may, at any time in operating this Policy, require you to attend a medical examination by [either or both of our Occupational Health Department and] a doctor nominated by us [(at our expense)].
- 9.2. We will ask for your consent for us to have full access to medical reports and to discuss the contents with the relevant medical practitioner. You do not have to consent, but if you don't, we will make decisions based on existing medical and other information.

10. How we deal with long-term absence

- 10.1. We define long-term absence as any absence from work which lasts longer than [*insert relevant period*]. Once an absence has been continuing for a period of [*insert relevant period*] or more, we will usually arrange an absence review meeting with you. This is an informal meeting at which we can discuss the reason for your absence and any help or assistance that we may be able to provide.
- 10.2. We will maintain regular contact with you throughout any period of long-term absence. We will discuss with you the best way to do this, bearing in mind the reason for your absence, and we will be sensitive to your needs.
- 10.3. We may, at any point during your absence, seek to obtain a medical opinion regarding your condition and likely timescale for recovery. This request may be made at our first informal meeting with you or at any time during your absence from work. Any request will be processed in line with the 'Seeking a medical opinion' section.
- 10.4. We will hold regular absence management meetings with you during your long-term absence to keep up to date with your prognosis, any adjustments which we may be able to make to enable you to return, the impact that your absence is having on the business and any support we can provide. We will discuss the most appropriate way to hold these meetings with you – for example, we could agree to hold them at your home, at an agreed location or remotely via video conference.
- 10.5. If your absence continues and we believe (whether based on medical evidence obtained or otherwise) that you are unlikely to return to work for some time, then we may proceed to hold a formal absence management meeting with you. You are entitled to be accompanied at this meeting by a work colleague or trade union representative. In the letter inviting you to this meeting, we will warn you that dismissal may result. At the absence management meeting, we will normally cover the following:
 - a A review of the meetings that have taken place and matters discussed with you
 - b Whether there have been any changes since the last meeting, regarding either your possible return to work or opportunities for return or redeployment
 - c Whether there are any reasonable adjustments which could be made to allow you to return to work
 - d The impact that your absence is having on the business
 - e Any further matters that you wish to raise
 - f Whether there is a reasonable likelihood of you returning to work in a reasonable time

g The possible termination of your employment

10.6. Termination will normally be with full notice or payment in lieu of notice.

11. Returning to work following absence

11.1. We will hold a return-to-work meeting with you after sickness absence [, even if it is only one day] [if your absence has been [a week] or longer in duration]. A note will be taken of the meeting, which you will be asked to sign and which will be retained on your personnel file for future reference. The return-to-work meeting also provides the opportunity for you to complete our self-certification form.

11.2. At the return-to-work meeting, we will discuss the reason for the absence and any support we can provide to improve future attendance levels.

11.3. If you are returning from a period of long-term sickness absence, then we will, where appropriate and possible, support your return by:

- a Obtaining medical advice (if you agree that we are able to do so and sign all appropriate consents)
- b Making reasonable adjustments to the workplace and/or your duties
- c Considering redeployment
- d Considering a phased return to work

12. Other types of absence

12.1. Jury service

If you are called for jury service, you must tell your [*line manager*] as soon as possible. While you are on jury service, you will [[receive full pay, minus any allowances paid by the court] **or** [not be paid and should therefore claim all allowances made available by the court]].

12.2. Other public duties

We will allow you time off to carry out duties in some public roles, including magistrate and school governor. As soon as you know what your duties are and have dates for hearings/meetings you must attend, you should tell your [*line manager*] so that we can plan for your absence from work. While you are carrying out these duties, we [[will pay you your normal wage] **or** [will not pay you for time taken off work]].

12.3. Emergency time off to look after dependants

You may take reasonable time off work to deal with emergencies involving your dependants. This does not cover general home issues, such as wanting time off to deal with a problem with your boiler. We define a dependant as your spouse, civil partner, children (including adopted children) or parents. Also included are people who live in your household or anyone else who relies on you – for example, an elderly family member. You must follow the same procedure as for sickness leave and contact your [*line manager*] as soon as you know you will be taking time off.

The time you take off must be both reasonable and necessary for you to deal with something immediately and/or respond to an emergency. Normally, this means hours or a maximum of one or two days, and this type of leave is not designed to provide care over the longer term. [We do not pay you when you take time off to look after dependants.]

12.4. Other family-related absences

We cover all other types of time off for family-related matters – including maternity, paternity, shared parental, parental and adoption leave – in our separate [*Maternity and Family Friendly Policy*].

12.5. Carrying out trade union duties

If you are elected as a trade union official, you are legally entitled to reasonable time off to fulfil your obligations, and you will be paid at your full basic rate for all related absences during working hours. We will not pay you for duties carried out outside working hours.

H14 – Grievance Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR14 - Grievance Policy

1. Introduction

- 1.1. A 'grievance' is an issue or problem with something at work. If you are having a problem at work or wish to raise a complaint, then you should use the process set out in this Policy to do so. We want to make sure that you feel comfortable to raise with us any problems you may have.
- 1.2. This Policy:
 - a Sets out the informal and formal processes that can be followed when raising a grievance
 - b Explains what we will do if we receive a formal grievance
 - c Explains how grievance meetings operate
 - d Sets out how we will deal with tricky situations like related grievances and grievances raised during a disciplinary process
 - e Explains the role of the grievance officer
 - f [Provides an introduction to mediation and the circumstances in which it might be offered when a grievance has been raised]
- 1.3. Please note that this Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.
- 1.4. This Policy should be read alongside our [*Whistleblowing Policy*] and [*Bullying & Harassment Policy*].
- 1.5. This Policy applies to all employees. It does not apply before your employment starts. If your employment has ended, we may refuse to investigate any grievance, or we may use a different procedure.

2. What we will do if we receive a formal grievance

- 2.1. If we receive a formal grievance from you we will:
 - a Follow a full and fair procedure
 - b Investigate all matters raised
 - c Act promptly
 - d Keep you regularly updated with the status of the grievance investigation
 - e Be mindful of the impact of the grievance and the grievance process on your wellbeing and provide appropriate support.
 - f Not treat you unfavourably for having raised a grievance

- g Retain all documentation collected as part of the grievance process securely, in accordance with our *[Data Protection Policy]*

3. The informal grievance process

- 3.1. If you have an issue or complaint, before doing anything else, you should approach your *[line manager]*, as most grievances can be resolved informally. If your grievance involves your *[line manager]* – or there is some other reason you don't want to raise it with them – you should instead tell *[relevant person or department]*.
- 3.2. You do not have to put anything in writing. The issue can be discussed verbally if you prefer.
- 3.3. If this informal approach does not solve your problem, or you do not want to first raise the matter informally, you can use the formal procedure.

4. The formal grievance process

We follow a three-stage process when dealing with formal grievances.

4.1. Stage 1: Submission of a written grievance

Put your grievance in writing and send it to *[HR]*. Your letter/email should include the following:

- a What your complaint is – please provide as much specific information as possible.
- b Any evidence you have to support your grievance – this can be sent as an accompanying file or bundle if necessary.
- c What outcome you are hoping to achieve from the grievance process – this is particularly important, as if we don't know what you want, we cannot help you achieve it.

We will confirm receipt of your grievance promptly. We will then investigate the complaint you have raised. How we do this will depend on the nature of your grievance. For example, it may involve a review of documents or it may involve interviewing others involved in the complaint. You must cooperate with our investigation.

4.2. Stage 2: Grievance hearing

We will invite you to a grievance hearing to discuss your grievance. We will usually do this within *[ten]* working days of receiving your grievance, although the process may take longer if the complaint is complex. We aim to act without unreasonable delay throughout the grievance process.

You have the right to be accompanied at this meeting by a work colleague or trade union representative (see section 5 for more details).

If you or your chosen companion are unable to attend the meeting at the time arranged, then you should let us know without delay and we will organise an alternative date and time. Unless there is a good reason, we are unlikely to rearrange a meeting more than once. If you do not attend a grievance meeting that we have set up (or rearranged) for you, and you do not give us a good reason, we may treat the grievance as withdrawn by you.

At the meeting, our appointed grievance officer (see below) will discuss your grievance with you, including any desired outcome. [[A note-taker will usually be present.] **and/or** [We may record the meeting. If we propose to do so, we will let you know in advance.]] [We will let you have copies of any notes taken or recording made.]

[[You may record the meeting yourself, but please tell us you plan to do so.] or [Please do not record the meeting without our consent, as this suggests that you do not trust our process or the managers conducting the meeting. If you record the meeting covertly, we will normally regard that as serious misconduct.]]

After the meeting, we will complete our investigation. Sometimes, this will involve looking at documents or interviewing other people. We may ask you for more information or for another meeting. We may conclude that there is no need for any further investigation.

We will tell you of the outcome of your grievance in writing.

4.3. Stage 3: Appeal

You have the right to appeal any finding we make in relation to your grievance. Any appeal should be submitted in writing within *[five]* working days of receiving the grievance outcome letter. In your appeal letter, you should explain clearly why you are appealing and provide us with any additional evidence you would like us to consider as part of your appeal.

We will appoint an appeal officer to deal with your appeal. An appeal hearing will be held with you. We usually aim to arrange an appeal hearing within *[two]* weeks of the submission of your appeal. You have the right to be accompanied at the appeal hearing by a work colleague or trade union representative (see section 5).

Following the appeal meeting, we will carry out any additional investigation which we feel is required. Our final decision will be sent to you in writing. We will try to do this within *[two]* weeks of the appeal hearing. You do not have any further right of appeal, and this marks the end of the grievance process.

5. The right to be accompanied

- 5.1. You are entitled to be accompanied by a colleague or trade union representative at any grievance or grievance appeal meeting called under this Policy.
- 5.2. If you want to exercise this right, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not stop them from attending, but we may rearrange the meeting if their absence from work would cause operational problems.
- 5.3. Your colleague or trade union representative can, if you'd like them to, explain the key points of your grievance at the meeting and you can confer with them during the meetings. However, they must not answer questions put directly to you or try to stop us from asking questions or outlining our views.

6. Grievance and grievance appeal officers

- 6.1. When we receive a formal grievance from you, we will appoint a grievance officer from the Council to investigate it. The grievance officer will, wherever possible, have had no involvement in the subject matter of the grievance. The grievance officer's role usually

includes investigating the grievance, holding a grievance hearing with you and communicating the outcome of your grievance.

- 6.2. If you appeal the outcome of a formal grievance, then we will appoint a grievance appeal officer to handle it. Wherever possible the grievance appeal officer will have had no prior involvement in the grievance process or the subject matter of the grievance. The grievance appeal officer's role includes reviewing the background, undertaking any further investigation, holding a grievance appeal hearing with you and communicating the outcome of your grievance appeal in writing.
- 6.3. If you wish to raise any issue regarding an appointed grievance or grievance appeal officer, or if you are concerned about their actions, then please contact [HR] to discuss the matter further. We will not normally give credence to a belief by you that a grievance or grievance appeal officer is biased or has a personal animosity towards you unless you have raised it at the very earliest opportunity. The fact that someone does not agree with you, or tests your account by asking probing questions, is not evidence of bias or animosity.

7. Mediation

- 7.1. Depending on the subject matter of the grievance, we may consider offering mediation to resolve it.
- 7.2. Mediation involves an independent, impartial person working with both sides to find a solution. It can help to diffuse tension and avoid issues escalating.
- 7.3. We are not obliged to offer mediation, and it is an option which we will only look into with your agreement.]

8. Competing or related grievances

- 8.1. Where we receive competing grievances, we will usually follow the full formal process set out above in relation to both. We will not prioritise one over the other. We will keep all information confidential and separate in relation to the two processes.
- 8.2. Where grievances cover similar or related subjects, we may approach all those involved to seek to agree that the grievances can be joined, and a joint meeting held to discuss them. However, this would require the agreement of each person involved. Each person has the right to follow the full process individually if they wish to.

9. Grievances raised during a disciplinary or performance management process

- 9.1. Our approach is driven by the fact that we do not normally want a grievance to delay (or even derail) an ongoing disciplinary or performance management process.
- 9.2. Where a grievance is raised whilst a disciplinary or performance management process is in progress, we may choose any of these three options:
 - a Pause the existing process whilst we investigate the grievance
 - b Deal with the existing process at the same time as the grievance, as part of the same overall process

- c Deal with the existing process at the same time as the grievance but run two independent processes concurrently
- 9.3. When making our decision on this, we will take into account the most appropriate course of action in each case and the need to act without delay.

10. Temporary changes to the working environment during the grievance process¹

- 10.1. Most grievance investigations can be conducted while you remain in your usual working environment. However, there will be some situations when we may consider moving you or others to a different work location or role while the investigation is carried out. This would be a temporary move only. We will act reasonably and treat you fairly when considering any transfer.

¹ You cannot move an employee into a role falling outside their job description without their consent unless the employment contract contains an express right for you to do so.

HR15 – Whistleblowing Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR15 - Whistleblowing Policy

1. Introduction

- 1.1. This Policy outlines what you should do if you suspect something at work is putting you or others in danger or is illegal or unethical.
- 1.2. This Policy applies to our employees, workers, officers, consultants, self-employed contractors, casual workers, agency workers, volunteers and interns.
- 1.3. This Policy does not form part of your contract with us. We reserve the right to amend or remove this Policy.

2. What is whistleblowing?

- 2.1. Whistleblowing is the name given to the reporting of certain types of wrongdoing by people who work for us. This will usually, although not always, be something you have seen or noticed at work. We aim to maintain high standards of integrity in everything we do. However, all organisations can occasionally be affected by conduct that is dangerous, against the law or that breaches ethical or professional codes. We will take your concerns seriously; they will be thoroughly investigated, and you can be confident there will be no reprisals.
- 2.2. The types of concerns you may want to 'blow the whistle' about include any activity which you suspect:
 - a Is criminal
 - b Shows a failure to comply with any legal, professional or regulatory obligation
 - c Poses a danger to health and safety
 - d May damage the environment
 - e May breach of our [*Bribery Policy*]
 - f May facilitate tax evasion
 - g Shows financial fraud or mismanagement or the deliberate concealment of any of the above matters
- 2.3. Genuine concerns raised in relation to any of the above are likely to amount to whistleblowing. If you are not sure whether something you wish to raise is covered by this Policy, then speak to your [*line manager*] or [*HR*] who will be able to provide guidance.

3. What you should do if you have a complaint but are not 'blowing the whistle'

- 3.1. If you have a complaint or issue which does not fall into the categories listed above or relates to a personal matter, then these should generally be raised using our [*Grievance Policy*]. If

your complaint relates to the conduct of others towards you, then you should also refer to our [Bullying & Harassment Policy].

4. How to raise a whistleblowing concern

- 4.1. You should usually raise a whistleblowing concern with your [line manager]. This can be done informally and does not need to be done in writing. Your [line manager] can provide advice regarding appropriate next steps. If the matter involves your [line manager] or if the concern you wish to raise is very serious, then you should proceed immediately to the more formal process set out below.
- 4.2. If the matter is not or cannot be resolved informally, you should put your concern in writing and send it to [insert relevant person – possibly the Clerk or your Whistleblowing Officer]. This can be done either by letter or by email. You should state that you are raising a concern under the Whistleblowing Policy. Include as much information in your correspondence as possible, including facts, events, dates, times and the people involved.
- 4.3. We will hold a meeting with you to discuss the issues you have raised. You are entitled to be accompanied at this meeting, and any other meetings held under this Policy, by a work colleague or trade union representative. You (and your companion, if appropriate) may be asked to keep the matter confidential whilst an investigation takes place.
- 4.4. We will investigate your concerns in full. We will keep you informed of our progress insofar as we can, but there may be elements which we decide should remain confidential.
- 4.5. We will confirm the outcome of our investigation to you insofar as we can. If you are dissatisfied with the process in any way, then you can raise this with [insert relevant person].

5. Confidentiality

- 5.1. We discourage you from making anonymous disclosures as they are very difficult for us to investigate. We cannot properly establish whether allegations are credible without being able to ask you for more details or clarification, and this makes it hard to reach an informed decision.
- 5.2. We will protect anyone who blows the whistle in good faith, even if we do not agree that the allegations they raise are correct. You should feel able to openly raise issues with us under this Policy. However, we understand that the subject matter covered by whistleblowing can be sensitive. If you are concerned about possible reprisals, whether from colleagues or others, you should tell [HR] who will be able to provide you with appropriate support and reassurance.
- 5.3. The sensitive nature of whistleblowing investigations means that, aside from those involved in the whistleblowing process set out above, we will try to keep your personal involvement confidential. There may be circumstances where we cannot do this, and in those circumstances, we will discuss the matter with you to explain our position.

6. External disclosures

- 6.1. This Policy outlines the process for raising, investigating and resolving wrongdoing in the workplace. It is rarely necessary – or, from our point of view, desirable – for anyone outside the business to become involved when a whistleblowing allegation is made.

- 6.2. In some exceptional circumstances, you may decide to go to an external body – an industry regulator, for example. That might be the case if you believe, for example, that someone senior is involved in a cover-up – but again, it is better to raise the matter internally first.
- 6.3. This Policy covers the actions of third parties such as suppliers, service providers and clients, as well as those of our staff. Should you have concerns about a third party, you are encouraged to raise them with us before approaching anyone else. Your *[line manager]* will be able to explain how you should proceed.
- 6.4. Telling the media about a concern – particularly before or during an internal investigation – is almost never justified or appropriate in any situation. We strongly discourage you from doing so, and we will treat any such contact with the press as a serious disciplinary issue justifying dismissal unless exceptional circumstances exist. We would normally expect you to have taken all reasonable steps to deal with the matter internally or with an external regulator and to have taken full advice from a lawyer or from Protect (see contact details below) before being justified in approaching the press.

7. Protection for whistleblowers

- 7.1. If you raise genuine concerns under this Policy, even if you turn out to be mistaken, we will support you and you will not face any action as a result.
- 7.2. We will not dismiss you, or treat you less well, because you've blown the whistle in accordance with this Policy.
- 7.3. You must not treat others badly if they have raised concerns under this Policy, nor must you threaten them in any way. If you do, you may face disciplinary action which could include dismissal for gross misconduct. The whistleblower may also be able to bring legal action against you.
- 7.4. If you believe that you have been treated badly in any way after having raised a whistleblowing concern with us, then you should raise this matter with your *[line manager]* and/or raise a grievance under our *[Grievance Policy]*.

8. Abuse of this Policy

- 8.1. All whistleblowers must act in good faith. If we believe that you have raised issues under this Policy – which you knew were untrue – in bad faith or maliciously, then we will deal with this as a disciplinary matter under our *[Disciplinary Policy]*. You may be subject to sanctions up to and including dismissal for gross misconduct.

HR19 – Disciplinary Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR19 - Disciplinary Policy

1. Introduction

- 1.1. We have clear standards of conduct which all of our employees must meet. These standards are set out in our policies and procedures and your contract of employment, and they are communicated on a day-to-day basis through management instructions. They are also often a matter of common sense.
- 1.2. This Policy sets out the procedure which we will follow if you breach the conduct standards expected of you. We will normally follow this process in disciplinary situations, but we are not obliged to do so (particularly if you are in your probationary period).
- 1.3. This Policy applies to all employees in the Council
- 1.4. This policy it does not form part of your contract of employment. We reserve the right to amend or remove this Policy.

2. Minor conduct issues and informal action

- 2.1. Minor conduct issues will often be addressed through informal discussion with your [*line manager*]. In such cases, the procedure set out in this Policy will not be followed. We may make a note of the discussion, which will be placed on your personnel file for future reference, but we will not issue a formal warning.
- 2.2. If your conduct does not improve (and in any case, where we believe it appropriate to do so), we will follow the formal process set out below.

3. Suspension

- 3.1. If there is an allegation of misconduct, then the first thing we will consider is whether there is a need to suspend you from work whilst we follow the disciplinary process. We will generally only do this where the allegation is one of gross misconduct (see below) and/or if we have concerns regarding preserving evidence.
- 3.2. Suspension is a neutral act. It is not an indication of our position on any allegation you may face.
- 3.3. If we suspend you:
 - a You must stay away from work; not visit our premises; and not make contact with staff, clients, suppliers or contractors (unless we authorise this in writing).
 - b You may contact somebody specifically to ask them to be a witness, or to accompany you at a meeting under this Policy, without asking us first.
 - c If pre-approved holidays fall during a period of suspension, they will still count as holiday leave and will be deducted from your holiday entitlement as normal.
- 3.4. You will continue to be paid as normal during any period of suspension unless your contract of employment says otherwise.

- 3.5. We will only suspend you for as long as reasonably necessary to allow us to complete our investigation and any formal process which follows it.
- 3.6. We will keep any suspension under review and may lift your suspension at any time if we decide that it is no longer necessary. Likewise, we may decide to suspend you at any point during the disciplinary process even if at the start of the process we did not choose to do so.

4. Investigation

- 4.1. It is important that all disciplinary allegations are investigated fully before any action is taken.
- 4.2. The investigation officer will gather evidence in relation to the allegation. How much investigation is required will depend on the nature of the allegation. The investigation officer may need to interview other witnesses, gather documents and view recordings. They will usually (but not always) hold a meeting with you to discuss the allegation. You do not generally have the right to be accompanied at an investigation meeting. You should cooperate fully with any investigation.
- 4.3. Investigation meetings are solely for the purpose of fact-finding, and no decision on disciplinary action will be taken until after a disciplinary hearing has been held.
- 4.4. At the conclusion of the investigation, the investigation officer will usually collate the evidence and pass it to the disciplinary officer,¹ who will generally be someone who has not been involved in the process up to this point. There may, however, be occasions where the investigation is carried out by the same person who will conduct the disciplinary hearing.

5. Right to be accompanied

- 5.1. You are entitled to be accompanied by a colleague or trade union representative at any meeting where you face formal sanctions (including dismissal). If we are holding separate investigation and disciplinary meetings, then your right to be accompanied only applies to the disciplinary meeting.
- 5.2. If you want to exercise your right to be accompanied, you should tell us as soon as possible who you want to accompany you. It is your responsibility to arrange for them to attend. If you choose a work colleague, we will not prevent them from attending, but we may rearrange the meeting if their absence from work could cause operational problems.
- 5.3. Your colleague or union representative can, if you prefer, explain the key points of your case to the meeting and can respond on your behalf. You can also confer with them during the meeting. However, they must not answer questions put directly to you or try to prevent us asking questions or outlining our arguments.

6. Disciplinary meetings

- 6.1. If a decision is taken that an allegation should be taken forward to a disciplinary hearing, then we will write to you to:

¹ The ACAS Code recommends having two different people carry out the investigation and disciplinary roles, but in smaller businesses, or cases where the nature of the allegations means that the investigation required is limited, it will be reasonable for the same person to carry out both roles.

- a Set out the disciplinary allegation which has been made against you
 - b Provide all the evidence we will look at when considering the allegation
 - c Confirm the date, time and venue for a formal disciplinary hearing
 - d Set out the possible outcomes of the meeting (including whether dismissal might result)
 - e Set out details of your right to be accompanied
- 6.2. You should let us know as soon as possible if there is a reason why you cannot attend the meeting at the arranged time. We will usually reschedule the meeting once, provided we are satisfied with your reason for not attending. We will not reschedule the meeting a second time unless there is a very good reason to justify this. Note that we may not reschedule at all if we decide it is likely to lead to unreasonable delay, and we may instead have to make our decision on the disciplinary issue without you being present.
- 6.3. You should review the evidence provided and contact us as soon as possible if there are any other documents, or further evidence, which you would like us to consider. Please provide copies of anything you want us to look at.
- 6.4. We will usually arrange for a note-taker to attend formal disciplinary hearings, or we may choose to record the meeting. [[Please do not record the meeting without our consent, as this suggests that you do not trust our process or the managers who are conducting the meeting. [We may decide to deal with any covert recording under our [Disciplinary Policy].] If you have misgivings about either the process or the managers leading it, you should tell us openly so that we can address your concerns. In turn, we will not record the meeting without your knowledge.] Or [We may record the meeting, but we will not do so without telling you. You are welcome to record the meeting if you wish, but please tell us beforehand, as we think it is discourteous to the managers involved for you to make a covert recording. You will also get a better quality recording if you do so openly rather than covertly.]]
- 6.5. At the meeting, we will go through all of the evidence with you and make sure that you understand the allegation you are facing. We may call witnesses as part of this process, but we are not obliged to do so.
- 6.6. We will give you time to respond to the allegations and to put your own case. We will also give you the opportunity to ask us questions, present your own evidence, call your own witnesses and respond to the evidence we put forward. If there are any questions you want us to put to our witnesses, please tell us and (unless there is a good reason not to) we will make sure they are asked.
- 6.7. We will not usually make a decision on the day of the meeting. We will usually send you our decision in writing. We will try to do this within [two weeks] of the disciplinary meeting.

7. Appeal

- 7.1. You have the right to appeal against any disciplinary action taken against you under this Policy. You should set your grounds of appeal out in writing to the person or department detailed in the outcome letter you receive. You must submit your appeal within [seven] days of receiving your outcome letter, setting out the grounds of your appeal and any additional evidence you wish to be taken into account.

- 7.2. Once we have received your letter of appeal, we will arrange an appeal hearing. An appeal officer will be appointed to hear your appeal. They will not usually have had any involvement in the process or the allegation up to this point.
- 7.3. You will receive a letter inviting you to the appeal hearing, at which you have the right to be accompanied (see above). It may be necessary to conduct further investigation depending on your grounds of appeal.
- 7.4. The appeal could involve a review of the original decision, taking account of the specific grounds of appeal you have raised. Alternatively, it could involve a full re-hearing of the matter. We will decide which approach is most appropriate for your case.
- 7.5. You should be aware that our appeal officers are not limited in their options when considering your appeal. They can, if they believe it appropriate, decrease a sanction, approve the original outcome, remove a sanction or increase a sanction.
- 7.6. Following your appeal hearing, we will send details of the outcome to you in writing. We will usually aim to do this within *[two weeks]* of your appeal hearing. The decision you receive on appeal is our final decision. There is no further right of appeal.

8. Disciplinary action and dismissal

There are three stages in our procedure for dealing with cases of misconduct. We may start at any stage of this procedure, and we may skip stages if we think it appropriate.

- 8.1. First stage – We will give you a first written warning. Unless you already have active written warnings relating to disciplinary matters on your work record, a first written warning will usually remain in place for *[12 months]* from the date you are notified of the decision. It will then be removed from your record.
- 8.2. Second stage – If there is an active first written warning on your record and you are involved in further misconduct, we will usually issue you with a final written warning. In serious cases of misconduct, we may issue a final written warning *without* first issuing a first written warning. In either case, the final written warning will usually remain in place for *[12 months]* from the date you are notified of the decision. It will then be removed from your record.
- 8.3. Third stage – If there is an active final written warning on your record and you are involved in further misconduct, you may be dismissed. You may also be dismissed for a serious case of misconduct, or if you are involved in gross misconduct. We explain what we mean by ‘misconduct’ and ‘gross misconduct’ below.

9. What is misconduct?

- 9.1. Misconduct is a general term referring to behaviour that falls below the standards we expect. You will not usually be dismissed for a first allegation of misconduct, unless it amounts to gross misconduct, which we discuss in the next section).
- 9.2. The following list gives examples of what we would normally regard as misconduct:
 - a Minor breaches of Council policy
 - b Minor breaches of your employment contract

- c Unauthorised use of, or minor damage to, council property
- d Poor attendance and timekeeping
- e Refusing to follow instructions, where doing so is not serious enough to be gross misconduct
- f Making an excessive number of personal calls using company phones
- g Sending and receiving an excessive number of personal emails
- h Using the internet or email for personal purposes, other than on an occasional basis
- i Using obscene language or otherwise behaving offensively
- j Being careless when carrying out your duties
- k Wasting time during your contracted working hours
- l Smoking in areas where smoking is not allowed

10. What is gross misconduct?

10.1. You will usually be dismissed without warning, without notice and without payment in lieu of notice if we find you have committed an act of gross misconduct. This is known as summary dismissal.

10.2. The following list gives examples of what we would normally regard as gross misconduct. This list is not exhaustive and should be referred to as a guide.

- a Serious breaches of council policy
- b Bullying or physical violence
- c Fraud, theft or any act of dishonesty
- d Continued absence without leave
- e Altering records, such as sales records, to put yourself in a better light even if there is no immediate financial benefit to you
- f Malicious misuse of any of our procedures, for example, if you make up allegations when taking out a grievance against someone
- g Serious negligence or carelessness, particularly if it leads to us losing trust and confidence in you
- h Serious health and safety breaches
- i Serious breaches of data protection legislation or our [*Data Protection Policy*]
- j Serious and/or intentional damage to company property
- k Unlawful harassment or discrimination

- l Viewing, receiving or sending anything that breaches our [*Harassment and Bullying Policy*] or our [*Equal Opportunities Policy*]
- m Knowingly accessing websites containing offensive, obscene or pornographic material
- n Misuse of internal email, external email or other internet and computer-based facilities, including the storage and/or transmission of obscene, illicit or undesirable material
- o Serious insubordination or refusal to obey management instructions
- p Serious breaches of confidence
- q Being under the influence of, or possessing, illegal drugs
- r Being under the influence of alcohol unless this is with your manager's express knowledge and permission – for example, where you are involved in entertaining on the Council's behalf
- s Conduct that violates common decency, or engaging in behaviour that might bring the Council's name into disrepute

11. Sickness absence during the disciplinary process

- 11.1. Should you be absent due to sickness once you have been notified of a disciplinary investigation meeting or disciplinary hearing, you will be paid under the sick pay rules set out in our [*Absence Management Policy*] (which may not involve being paid full pay). We may decide not to pay you any company sick pay during that period of sickness absence, even if we would normally pay you company sick pay. Your rights to Statutory Sick Pay are unaffected.
- 11.2. If you say you are unable to attend a disciplinary hearing due to sickness, we will offer you a new date for the hearing. However, if you are unable to attend a hearing within what we consider to be a reasonable period of time, then we will look at alternative ways of conducting the hearing. This may involve conducting the hearing by phone or virtually, inviting you to send written submissions or asking a colleague to attend on your behalf.

12. Criminal offences

- 12.1. If the police are involved in any issues which we are also investigating, we will not usually delay our internal processes whilst we await the outcome of any decision to charge or criminal prosecution.
- 12.2. Conduct outside of work which is alleged to be criminal may be considered a disciplinary matter by us if we reasonably believe that it is relevant to your job.

HR26 – Training and Development Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR26 - Training and Development Policy¹

1. Introduction

- 1.1. We understand the importance of having a clear training and development structure in place within the Council. We want you to have the skills necessary to carry out your roles to the best of your ability. We want to provide opportunities for training which help you develop and grow.
- 1.2. This Policy:
 - a Explains the principles that underpin our approach to training and development
 - b Sets out the different types of training we can offer
 - c Explains the interplay between training and development, and our appraisal structure
 - d Sets out the process for you to request training
 - e Explains how we approach time off for, and paying for, external training
- 1.3. This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy.
- 1.4. This Policy applies to all employees of the Council. It does not generally apply to workers, agency staff, self-employed contractors or volunteers (although we may offer training to any of these categories of person²).

2. Our training and development principles

- 2.1. We are guided by the following principles:
 - a We will communicate the aim of your training to bolster your engagement.
 - b We will not discriminate in the provision of training. We will ensure that all employees have access to training and support in their development.
 - c We will make reasonable adjustments where necessary to the content, timing and location of training courses to support those with disabilities.
 - d We will conduct a cost/benefit analysis on each occasion when responding to requests for training.
 - e We will have a joined-up approach between our appraisal process (which is the basis of our assessment of development) and the organisation and provision of training.
 - f We may refuse training requests if you are under investigation in relation to a disciplinary matter, if you are absent from the Council for a long period of time or if you have given or received notice of termination of employment.

¹ Please note that section 1 of the *Employment Rights Act 1996* requires that details of any training you offer (whether compulsory or not), and any training the employee must do and are required to pay for themselves, must be set out in an employee's statement of initial employment particulars. It must be issued either before employment starts or on the first day of employment.

² Training and Development are usually focused on employees – all employees.

- g We will seek feedback from you on the effectiveness of both internal and external training.

3. Our approach to training

3.1. We will follow a four-step approach when considering a training need:

- a **Assess:** We will always start with an assessment of the training need. This will be done in different ways, depending on the type of training involved. For example, it may be done by way of a one-to-one discussion between you and your [*line manager*]; it may come out of the appraisal process; it may form part of a performance management process; or it may be a more general form of training for a group within the workforce.
- b **Design/source:** Having decided that a training need exists, we will design or source the relevant training. We will have regard to our own internal expertise and capabilities. We will, if appropriate, engage with external organisations for training delivery.
- c **Deliver:** We will deliver the agreed training – either internally or externally – in a timely manner and in a way which is accessible to all to whom it applies.
- d **Evaluate:** We will seek feedback from course attendees regarding the effectiveness of the training provided and any areas where it could be improved.

4. Different types of training

4.1. There are several different types of training which may be applicable to employees, including:

- a **Induction training** – New employees and those moving to new roles with us will normally have induction training. This will [train you on our systems and equipment, provide relevant contact details and introduce you to the Council]. [*Insert any other elements of induction training here.*]
- b **Employee relations training** – From time to time, our [*HR Department*] will implement training courses in key areas of employee relations. We want all of our employees to be aware of their legal obligations and the standards of behaviour which we require them to uphold.
- c **[Health and safety training]** – We will provide training in all relevant areas of health and safety to ensure a safe place and safe systems of work for all.]
- d **Management training** – We will provide training for our managers to make sure that their management skills are developed and kept up to date. We will use training to make sure that they have a clear understanding of key employee issues.
- e **Technical training** – It is of key importance that you have the skills necessary to do your job well. Through the appraisal process and the performance management process, we will highlight any technical training needs and aim to provide training in the identified area.
- f **Team training** – We will assess training and development needs at a team and department level and, where appropriate, deliver team/department training on key issues.

5. How we will identify training needs

5.1. We will use our appraisal process to identify training needs. Please refer to our [*Appraisal Policy*] for more details. Where a performance issue is identified, we will consider whether training is required/suitable. Please see our [*Performance Management Policy*] for more details.

- 5.2. We encourage you to communicate any training or development needs you believe you may have. Any request for training should be made to your *[line manager]*.

6. Practical considerations in relation to training and development

- 6.1. The following practical considerations should be borne in mind in relation to training and development:
- a *[All training courses attended should be logged with [HR] and listed in [relevant appraisal documentation].]*
 - b You should, as soon as possible, tell *[your line manager / the course organiser]* about any adjustments needed to help you attend any training session.
 - c You are responsible for organising your attendance at any external training. Reasonable expenses may be recoverable – please check the matter with your *[line manager]* before committing to any cost.
 - d If you fail to attend a training session without good reason, we may deduct the cost of such training from your wages (or, if you are no longer employed by us, require you to repay us)³.
 - e If we ask, you must agree to enter into a separate training fees agreement in relation to external training courses.

³ Please note that for this clause to be actionable, you will need to have an express deductions clause in the employee's contract of employment. If fees are likely to be incurred, then you may wish to include a specific clause such as this in a separate training fees agreement, which would typically be drafted to provide for the recovery of fees paid should an employee leave within a certain period following the training.

HR27 – Lone Working Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR27 - Lone Working Policy

1. Introduction

The Council will take every practicable step to protect the health, safety and welfare of its staff and elected members whenever they are required, by the nature of their duties, to work alone and without direct support and supervision. Where the conditions of service delivery or its associated tasks require employees to work alone, both the individual staff member and their Line Manager have a duty to assess and reduce the risks which lone working presents.

2. Scope of Policy

This policy is designed to alert employees to the risks presented by lone working, to identify the responsibilities each person has in this situation, and to describe procedures which will minimise such risks. It is not intended to raise anxiety unnecessarily, but to give employees a framework for managing potentially risky situations. This policy applies to all staff and elected members who may be working alone, at any time, in any of the situations described in the definition below. Volunteers would not normally be expected to work alone and so should be outside the scope of this policy.

3. Context

Some staff and elected members work outside office hours and/or alone due to flexible working patterns and/or to undertake their job role. The Council's principles for supporting lone workers include:

- A commitment to supporting employees both in establishing and maintaining safe working practices.
- Recognising and reducing risk.
- A commitment to the provision of appropriate support for employees.
- A clear understanding of responsibilities.
- The priority placed on the safety of the individual over property.
- A commitment to providing appropriate training for employees.
- Where possible, reduce the need for lone working.

4. Definition of Lone Workers

The Health and Safety Executive defines lone workers as "those who work by themselves without close or direct supervision". This covers all Council employees, all of whom are required to carry out their duties for all or part of their working day working in isolation. This may be within the office or outside the office.

Within this document, 'lone working' refers to situations where employees in the course of their duties work alone or are physically isolated from colleagues and without access to immediate assistance. This last situation may also arise where there are other staff in the building but the nature of the building itself may essentially create isolated areas.

5. Aims of the Policy

The aim of the policy is to:

- a. Increase staff awareness of safety issues relating to lone working.
- b. Recognising and reducing risk by ensuring that the risk of lone working is assessed in a systematic and ongoing way, and that safe systems of work are put in place to reduce the risk so far as reasonably practicable.
- c. Ensure that appropriate training is given to all staff in all areas that equips them to recognise risk and provides practical advice on safety when working alone.
- d. Ensure that appropriate support is available to staff who have to work alone.
- e. Encourage full reporting and recording of all adverse incidents relating to lone working.
- f. Reduce the need for lone working where possible.

6. Responsibilities

6.1 (XXXX) Clerk

The (XXXX) Clerk on behalf of the [Town/Parish] Council is responsible for:

- Ensuring that there are arrangements for identifying, evaluating and managing risk associated with lone working.
- Providing resources for putting the policy into practice.
- Ensuring that there are arrangements for monitoring incidents linked to lone working and that the Council regularly reviews the effectiveness of this policy.
- Ensuring that all staff are aware of the policy.
- Ensuring that risk assessments are carried out and reviewed regularly.
- Putting procedures and safe systems of work into practice which are designed to eliminate or reduce the risks associated with working alone.
- Ensuring that staff are given appropriate information, instruction and training.
- Ensuring that appropriate support is given to staff involved in any incident.
- Managing the effectiveness of preventative measures through an effective system of reporting, investigating and recording incidents.

6.2 Staff and elected members

Staff and elected members are responsible for:

- Taking reasonable care of themselves and others affected by their actions.
- Co-operating by following rules and procedures designed for safe working.
- Reporting all incidents that may affect the health and safety of themselves or others and asking for guidance as appropriate.
- Taking part in training designed to meet the requirements of the policy.
- Reporting any dangers or potential dangers they identify or any concerns they might have in respect of working alone.

7. Building Procedures

7.1 Security of Buildings

Line Managers and their employees must ensure that:

- Appropriate steps should be taken to control access to the building, and that emergency exits are accessible.
- Alarm systems are tested regularly.
- External doors are locked to avoid unwanted visitors if working alone.
- When working alone staff are familiar with exits and alarms.
- There must be access to a telephone and first aid equipment for staff working alone.
- If applicable, key codes for access should be changed from time to time and when a member of staff or sub-contractor that knows the code leaves and as a matter of course if a breach of security is suspected.
- If there is any indication that the building has been broken into, they call for assistance before entering.

8. Personal Safety

To ensure personal safety:

- Staff must not assume that having a mobile phone and a backup plan is sufficient. The priority is to plan for a reduction of risk.
- Staff should take all reasonable precautions to ensure their own safety.
- Before working alone, assessment of the risks involved should be made in conjunction with the line manager.
- Employees must inform their Line Manager or other identified person when they will be working alone, giving accurate details of their location and following an agreed plan to inform that person when the task is completed. This includes occasions when a staff member expects to go home following an external commitment rather than returning to their base.
- Where required, employees must ensure that they sign in and out of building registers.
- If a member of staff does not report as expected, an agreed plan should be put into operation, initially to check on their situation and then to respond as appropriate, using emergency contact information if necessary.
- Where staff work alone for extended periods and/on a regular basis, managers must make provision for regular contact, to monitor and to counter the effect of working in isolation.

9. Risk Assessment

Risk assessment is essential to good risk management. Assessment will be carried out for and by all staff whose working practice makes them vulnerable. This includes staff that are site based but work in isolation as well as mobile staff whose work takes them out into the community.

Recommendations will be made to eliminate or to reduce the risk to the lowest level reasonably practicable.

9.1 Risk assessment for site based lone workers will include:

- Safe access and exit.
- Risk of violence.
- Safety of equipment for individual use.
- Channels of communication in an emergency.
- Site security.
- Security arrangements i.e. alarm systems and mobile telephones.
- Level and adequacy of on/off site supervision.

9.2 Risk assessment for mobile lone workers will additionally include:

- Travelling between sites.
- Reporting and recording arrangements.
- Communication and traceability.
- Personal safety/security.

Following completion of the Risk Assessment, consideration will be given to any appropriate action that is required.

All available information should be considered and checked or updated, as necessary. Where there is any reasonable doubt about the safety of a lone worker in each situation, consideration should be given to sending a second worker or making other arrangements to complete the task.

10. Incident Reporting

An incident is defined as “an unplanned or uncontrolled event or sequence of events that has the potential to cause injury, ill health or damage”.

To maintain an appropriate record of incidents involving lone workers it is essential that all incidents be reported to the (XXXX) Clerk or (XXXX) who identify if any immediate action is required.

All staff are provided with the (XXXX) Clerk and (XXXX) contact details. Staff should ensure that all incidents where they feel threatened or unsafe are reported. This includes incidents of verbal abuse.

11. Support for Staff

Employees working for the Council should know that their safety comes first. Staff should be aware of how to deal with situations where they feel they are at risk, or unsafe. Staff should also be able to recognise how their own actions could influence or even trigger an aggressive response. The (XXXX) Clerk will ensure that all lone workers training needs are assessed and that they receive the appropriate training.

There are several things you can do to avoid trouble in the first place. The Town Council has a responsibility as an employer to ensure the health, safety and welfare of staff, but employees also have a duty to take reasonable care themselves. The following points may be helpful in recognising potential dangers and taking positive steps to reduce risk.

Know what measures are in place where you work: check out alarm systems and procedures, exits and entrances, and the location of the first aid supplies.

- Think about your body language. What messages are you giving?

- Think about your tone of voice and choice of words. Avoid anything which could be seen as sarcastic or patronising.
- Think about what you are wearing. Is it suitable for the task? Does it hamper your movement? What signals does it send out? In a potentially risky situation, does a scarf or tie offer an opportunity to an assailant?
- Be aware of your own triggers – the things that make you angry or upset.

With regards to other people:

- Take note of their non-verbal signals.
- Be aware of their triggers.
- Do not crowd people – allow them space.
- Make a realistic estimate of the time you will need to do something, and don't make promises which can't be kept, either on your own or someone else's behalf.
- Be aware of the context of your meeting – are they already angry or upset before you meet, and for what reason?
- Listen to them and show them you are listening.

12. Contacting/Involving the Police

The Council is committed to protecting the staff from violence and assault and will support criminal proceedings against those who carry out assault. All staff are encouraged to report violent incidents to the police and will be supported by the Council throughout the process. Except in the cases of emergency, employees should inform the (XXXX) or (XXXX) of any incident immediately. The (XXXX) or (XXXX) will thereafter take responsibility for contact with the police to report the details of the incident.

13. Immediate Support Following a Violent incident

In the event of a violent incident involving a lone worker, the (XXXX) Clerk will immediately ensure that the employee received any necessary medical treatment and/or advice.

The (XXXX) Clerk will also consider whether the employee needs specific information or assistance relating to any legal or insurance matters. The (XXXX) Clerk will also ensure appropriate written and verbal reporting of any violent incident.

14. Policy Review

The policy will be reviewed by (XXXX) Council 12 months from the date of implementation.

The policy will also be reviewed to identify any areas requiring improvement following any incident.

HR29 – Short-term Sickness Absence Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR29 - Short-term Sickness Absence Policy

1. Introduction

- 1.1 While the organisation understands that there will inevitably be some sickness absence among employees, it must also pay due regard to its operational needs. If an employee is persistently absent from work, this can damage efficiency and productivity and place an additional burden on the employee's colleagues. By implementing this policy, the organisation aims to strike a reasonable balance between the pursuit of its operational needs and the genuine need of employees to take time off work because of ill health.
- 1.2 This policy covers short-term sickness absence, which is defined as sickness absence lasting [one to 27] calendar days. We operate a separate policy on long-term sickness absence, which is defined as sickness absence lasting [28] calendar days or more. Once an employee's sickness has lasted [28] calendar days, the organisation's long-term sickness absence policy applies. Where an employee's absences are being managed under this policy and they then go off on long-term sickness absence, management of their sickness absence will be switched over to the organisation's separate policy on long-term sickness absence.
- 1.3 The policy does not form part of your contract of employment and we reserve the right to amend it at any time.
- 1.4 This policy applies to employees employed by us. It does not apply to workers, contractors, consultants or any self-employed individuals working for the organisation.

2. Your responsibilities

2.1 *Guidelines for line managers*

2.1.1 As a line manager, you are responsible for ensuring that you:

- manage attendance and absence in accordance with this policy;
- maintain a proper record of sickness absences by completing an absence record form for each employee that you manage;
- require the employee to complete a **self-certification form** for sickness of seven calendar days or less and to provide medical evidence for sickness of more than seven calendar days;
- conduct a return-to-work meeting each time the employee returns from a period of sickness absence;

- speak to the employee about their absence and the reason for it in a fair and factual way;
- be supportive towards the employee and, where appropriate, seek to identify ways in which to assist the employee to improve their attendance in the future;
- be alert to patterns of absence, for example frequent absences on Fridays or Mondays, or immediately before or after bank or public holidays;
- try to establish any underlying reasons for frequent absences and, where the underlying cause is identified, take steps to help the employee to manage the cause;
- seek medical advice, if appropriate, to determine whether or not there is any underlying medical cause for the employee's frequent absences;
- be particularly sensitive when absences are caused by personal or family problems;
- show a reasonable degree of tolerance and sympathy towards the employee's sickness absence, while at the same time making clear that continuing frequent absences from work are unacceptable;
- check whether the employee's absences are in any way work related, for example as a result of workplace stress;
- bear in mind that the organisation may seek a medical report on an employee, for example from the employee's doctor [or the organisation's occupational health advisers];
- keep confidential records of all absences, including discussions and medical certificates, and make sure that the records clearly identify the reasons for the employee's various absences;
- be aware of the potential for discrimination when managing absence, particularly where the employee's ill health is related to pregnancy or disability;
- keep in mind the organisation's duty to make reasonable adjustments for disabled people when managing absence; and
- consult with the organisation's [HR/occupational health] department if unsure about anything or special circumstances arise, for example if it appears that the employee may have a disability.

2.2 *Guidelines for employees*

2.2.1 As an employee, you are responsible for ensuring that:

- if you are unable to attend work because of ill health, you notify your line manager by telephone as soon as reasonably practicable, preferably before you are due to start work and in any event no later than [one hour] after you are due to begin work;

- you continue to notify and keep in touch with your line manager while unable to attend work;
- you give your line manager a clear reason (ie the nature of the illness or injury) why you cannot attend work, and estimate how long you think the absence will last;
- you complete a self-certification form for sickness of seven calendar days or less and provide medical evidence for sickness of more than seven calendar days;
- you attend a return-to-work meeting with your line manager each time you return from a period of sickness absence;
- be open with your line manager about the reasons for your absence, to give your line manager the opportunity to provide support where possible;
- tell your line manager of any extenuating circumstances, for example personal or family problems or an unmanageable workload;
- you bear in mind that the organisation may seek a medical report, for example from your doctor [or the organisation's occupational health advisers]; and
- you cooperate with the organisation with regard to the possible implementation of any adjustments to job duties, hours or working conditions, particularly those suggested by a healthcare professional.

3. Reporting sickness absence

- 3.1 On the first day of sickness absence, you must inform your line manager as soon as reasonably practicable that you will not be working because of illness or injury. Preferably, you should notify your line manager of non-attendance by telephone before you are due to start work and in any event no later than [one hour] after you are due to begin work. If your line manager is unavailable, you should contact the next most appropriate person within the department.
- 3.2 You should provide a clear reason (i.e. the nature of the illness or injury) why you cannot attend work and estimate how long you think the absence will last. You should also be prepared to discuss briefly any consequences of your absence, for example if customer appointments need to be cancelled or any essential work needs to be covered.
- 3.3 Notification of sickness absence must be via telephone, rather than text message, email or social media. In exceptional circumstances where you are unable to telephone (for example, because of hospitalisation), another person such as a friend or relative can contact the organisation on your behalf.
- 3.4 If you come to work, but need to leave during the day because of ill health, you should inform your line manager before leaving work. If your manager is

unavailable, you should inform the next most appropriate person within the department.

3.5 Sickness absence that begins part way through the day will count as one full day's sickness absence if you leave before completing 50% of your working day. Where sickness absence begins after you have completed 50% of your working day, this will be recorded as half a day's absence.

3.6 For each subsequent sick day after the first day of absence, you should generally telephone your line manager as soon as reasonably practicable in the morning. However, your manager can use their discretion and may agree different arrangements with you, for example if you are hospitalised.

4. Evidence of sickness absence

4.1 Self-certification

If you are absent for seven calendar days or less, you must complete and sign a self-certification form, setting out the dates of your absence and the nature of your illness or injury. The form should be returned to your line manager before the end of your first day back. Your line manager will countersign the form and pass it on to the [the HR department/occupational health].

4.2 Statement of fitness for work (fit note)

4.2.1 If you are absent for eight consecutive days or more (including weekends), you must provide your line manager with a fit note (statement of fitness for work) as soon as possible. If your absence persists beyond the end of the first fit note, you must continue to submit further fit notes to cover the whole period of your absence. It is your responsibility to keep the organisation informed about your progress and your likely date of return to work.

4.2.2 Fit notes can be issued by doctors, nurses, occupational therapists, pharmacists and physiotherapists as long as they have conducted an assessment of your fitness for work.

4.2.3 A fit note may state that:

- you are "not fit for work", in which case you should remain off work; or
- you "may be fit for work", if the healthcare professional's recommendations are followed (for example, a phased return, amended job duties, altered hours of work, or workplace adaptations).

4.2.4 While there is no legal obligation on the organisation to follow the recommendations in the fit note, your line manager will take the recommendations seriously and give fair consideration, in consultation with you and [the HR department/occupational health], as to whether any of the changes recommended can be accommodated.

5. Sick pay

5.1 Provided that you have complied with the relevant notice and evidential requirements set out in this policy, you are entitled to statutory sick pay (SSP) where you have a period of sickness absence from work of at least four calendar days in a row and three "waiting days" (days on which you would usually be required to work) have passed.

5.2 Statutory sick pay is payable for up to 28 weeks in any one period of sickness absence, at a weekly rate set by the Government for the relevant tax year.

[OR

5.1 We operate a contractual sick pay scheme that is more generous than statutory sick pay (SSP). Your entitlement to contractual sick pay is set out in your contract of employment.]

5.2 [We reserve the right to withhold or suspend sick pay under our contractual sick pay scheme at our discretion. Circumstances in which contractual sick pay may be withheld include where:

- you have failed to comply with the organisation's sickness absence notification and evidence requirements;
- you refuse to attend a medical examination at the reasonable request of the organisation;
- your incapacity has been caused by participation in dangerous sports or activities or any other occupation that you have;
- you make or produce a misleading or untrue statement or document concerning your fitness to work;
- you have given or received notice to terminate your employment; and
- disciplinary proceedings are pending against you.

5.3 You will normally be entitled to receive SSP when contractual sick pay is withheld or suspended, although we can withhold or suspend SSP if we are not satisfied that you are ill, and no evidence of sickness is provided.

5.4 You will be given written notice if your SSP or contractual sick pay is being withheld or suspended.]

6. Medical and dental appointments

6.1 You should endeavour to arrange medical and dental appointments in your own time. However, we recognise that it may not always be possible or practical to arrange medical and dental appointments outside working hours, and that you may from time to time need time off work for such appointments.

- 6.2 To make a request for time off to attend a routine medical or dental appointment, you should contact [your line manager/the HR department]. You should give [your line manager/the HR department] as much notice as possible of when you need the time off and, wherever possible, arrange your appointments [outside your core hours/as near to the start or end of the working day].
- 6.3 [Your line manager/The HR department] may ask you to provide proof of the date and time of your appointment.
- 6.4 Every effort will be made to meet your request. However, there may be circumstances where [your line manager/the head of department] may turn down request due to operational needs or where there is insufficient capacity within our organisation to accommodate high levels of leave.
- 6.5 Any time taken off for routine medical or dental appointments may be taken as annual leave under our holiday policy, unpaid leave or, in some cases, we may agree a flexible working arrangement so that you can make up lost time by working additional hours at another time. Where the time off is negligible, time off with pay will normally be granted, although this is subject to the discretion of [your line manager/the HR department].
- 6.6 Medical or dental emergencies requiring urgent, unforeseen medical or dental attention and cases where you are admitted to hospital for emergency surgery will be treated as sickness absence in accordance with this policy.

7. Return-to-work meeting

- 7.1 On your first day back at work after any period of sickness absence, or as soon as reasonably practicable, your line manager will arrange to meet with you to conduct a return-to-work meeting. The purpose of the return-to-work meeting is to provide you with an opportunity to discuss the reason for your absence and whether you need any particular support.
- 7.2 At the meeting, your line manager will inform you if they have any concerns about your absence record and if the need for formal action under the organisation's absence management procedure has been triggered (see below).
- 7.3 All discussions between you and your line manager will be treated sensitively and in confidence.

8. Special cases

8.1 Pregnancy-related absences

- 8.1.1 If you are pregnant and are absent from work for a pregnancy-related illness, your sickness absence will not be included when checking to see if the need for formal action under the sickness absence management procedure has been triggered.

8.2 Disability

8.2.1 If you have a disability, you do not have to tell us. However, we would encourage you to let us know so that we can support you, for example by making reasonable adjustments to our premises, aspects of your role, our working practices, and/or our sickness absence management procedure.

8.2.3 If your sickness absence is due to a disability, please contact [your line manager/the HR department] to discuss potential reasonable adjustments that may help you return to work or support you after you have returned to work. We may need to discuss your needs with you and your medical adviser or occupational health to help us get the right support in place.

8.3 [Part-time workers]

8.3.1 If you are a part-time worker, the trigger points in the sickness absence management procedure will be pro rated, rounded up to the nearest day.

8.3.2 For example, the trigger of [eight] days' absence or [three] instances of absence in a rolling [12]-month period that applies for full-time employees under the short-term sickness absence management procedure will be adjusted for part-time workers to:

- [two] days if you work one day per week or [three] instances of absence;
- [four] days if you work two days per week or [three] instances of absence;
- [five] days if you work three days per week or [three] instances of absence; and
- [seven] days if you work four days per week or [three] instances of absence.]

9. Sickness absence and annual leave

9.1 Sickness during holiday

9.1.1 If you fall sick or are injured while on holiday, you may choose to take your holiday as sick leave subject to the following conditions:

- The total period of sickness must be fully certificated by a qualified medical practitioner [where it exceeds seven calendar days].
- You must contact [your line manager/the head of department] (by telephone if possible) as soon as you know that there will be a period of sickness during your holiday.
- You must submit a written request to [your line manager/the head of department], no later than [five days] after returning to work, setting out how much of your holiday was affected by sickness and the amount of leave that you wish to take at another time.

- If you are overseas when you fall ill or are injured, the total period of sickness absence must still be evidenced by way of a medical certificate.

9.1.2 If you fall sick or are injured before the start of a period of planned holiday, and as a consequence you are unable to take your holiday, you may postpone your holiday dates to another mutually agreed time. To do this, you must submit a written request to [your line manager/the head of department] to postpone your planned holiday, accompanied by medical evidence confirming that you are unfit, or are likely to be unfit, to take your planned holiday.

9.2 *Holiday during sick leave*

9.2.1 You will continue to accrue your holiday entitlement during any period of sick leave.

9.2.2 If you are unable to take your full holiday entitlement due to sickness absence, or if you are still absent at the end of the holiday year, you may carry over any unused holiday to the next holiday year with the agreement of [your line manager/the head of department].

9.2.3 Any holiday that is carried over under this provision [is limited to the four weeks' annual leave that you are entitled to under EU legislation, and] must be taken within 18 months of the end of the holiday year in which it was accrued.

9.2.4 Alternatively, you may book a period of holiday while on sick leave to receive holiday pay for that period, provided that you give [your manager/the head of department] as much notice as possible of your proposed holiday dates.

10. **Medical reports**

10.1 At various stages of managing your sickness absence, we may need to obtain a medical report on you to:

- determine your fitness for carrying out your role;
- determine whether you are fit to return to work after a period of sickness absence, or when you might return to work;
- determine your entitlement to health-related benefits (e.g. sick pay);
- assess the need to make reasonable adjustments to your working environment; and/or
- comply with other legal obligations.

10.2 Depending on the circumstances, we might instruct your own doctor / consultant; occupational health; and/or an independent medical adviser. When deciding which medical practitioner to instruct, we will consider the purpose of the report and factors such as the need for objectivity, specialist

expertise, and knowledge about your medical history and the requirements of your role.

- 10.3 If we decide that a medical report is necessary, we will write to you confirming why we intend to obtain a medical report and from whom the medical report will be obtained. In addition, you will be fully informed of your rights under the General Data Protection Regulation (GDPR).
- 10.4 Where we decide to obtain a medical report directly from your own doctor/consultant, the Access to Medical Reports Act 1988 applies. Therefore, when we write to you, we will also ask you to confirm whether you provide your consent for us to approach your doctor/consultant [by requesting that you complete and return our medical reports consent form]. You will be notified of all your rights under the Access to Medical Reports Act 1998, including the right to see the medical report before it is supplied to us.
- 10.5 Where we decide to obtain a medical report from occupational health, or any other independent medical adviser who has not been responsible for your clinical care, the Access to Medical Reports Act 1998 does not apply. In these circumstances, you do not have the right to access the medical report before it is supplied to us.
- 10.6 Once we have received the report, we will arrange a meeting with you to discuss the contents and identify the appropriate next steps.
- 10.7 You should be aware that if you refuse to attend a medical examination, or you withhold your consent to a medical report being disclosed to us, we may need to make decisions affecting your employment without the benefit of medical input, which could be to your detriment.

11. Sickness absence management procedure

- 11.1 We will work to ensure that we handle any issues concerning poor attendance promptly and fairly. However, where our attempts at encouraging good attendance have been unsuccessful, we will follow a formal sickness absence management procedure. The procedure will be triggered when an employee reaches a certain level of absence. When applying the trigger points for each stage of the procedure, the special rules that apply to pregnancy and disability [and part-time working] (see above) will be taken into account.

Stage 1

Stage 1 - Trigger point

The trigger point for a stage 1 formal review meeting is:

- [eight] days' sickness absence in the previous [12] months; or
- [three] instances of sickness absence in the previous [12] months.

Stage 1 - Invitation to formal review meeting

If you reach a stage 1 trigger point, you will be invited in writing to a stage 1 formal review meeting. You will usually be given at least [five] days' notice of the meeting, to allow you to prepare and to arrange for a companion to accompany you.

You will be entitled to be accompanied by a fellow employee or a trade union official. The responsibility for finding a companion rests with you. If your chosen companion is not a fellow employee, we reserve the right to check their credentials as an accredited trade union representative.

We will give you a copy of all documents relevant to your case in advance of the formal review meeting, and you will be invited to submit any further evidence that you consider to be relevant.

Stage 1 - The formal review meeting

The stage 1 formal review meeting will be conducted by your line manager. Where it is considered appropriate, a member of the HR department may also be present. You will be entitled to be accompanied by a fellow employee or a trade union official.

The purpose of this meeting is to discuss your unsatisfactory level of attendance, establish if there are any underlying health problems and whether there is anything that we can do to facilitate an improvement in your attendance levels.

At the meeting, you will be given an opportunity to ask questions, comment on the issues and put forward any explanation you may have for the matters identified by your line manager as amounting to unsatisfactory attendance.

Stage 1 - The outcome

The outcome will be confirmed to you in writing as soon as possible and usually within [seven] working days after the formal review meeting.

The outcome of the meeting may be a decision to:

- make adjustments to your job;
- take no further action; or
- issue a first formal warning.

A formal warning will be issued if it is concluded that your attendance has fallen below the required standards despite efforts to provide you with support and an opportunity to improve. The warning will explain the nature of the improvement that is required in your attendance, ie the minimum level of attendance that will be required to avoid triggering the next stage of the procedure, and the timescale for making these improvements.

The warning will remain current for a period of [12 months], after which it will cease to have effect.

Where you are issued with a formal warning in accordance with this procedure, you will have a right of appeal.

Stage 2

Stage 2 - Trigger point

The trigger point for a stage 2 formal review meeting where you have previously been issued with a formal warning under stage 1 is:

- [eight] days' sickness absence in a rolling period of [12] months; or
- [three] instances of sickness absence in a rolling period of [12] months.

Stage 2 - Invitation to formal review meeting

If you reach a stage 2 trigger point, you will be invited in writing to a stage 2 formal review meeting. You will usually be given at least [five] days' notice of the meeting, to allow you to prepare and to arrange for a companion to accompany you.

You will be entitled to be accompanied by a fellow employee or a trade union official. The responsibility for finding a companion rests with you. If your chosen companion is not a fellow employee, we reserve the right to check their credentials as an accredited trade union representative.

We will give you a copy of all documents relevant to your case in advance of the formal review meeting, and you will be invited to submit any further evidence that you consider to be relevant.

Stage 2 - The formal review meeting

The stage 2 formal review meeting will be conducted by your line manager. Where it is considered appropriate, a member of the HR department may also be present. You will be entitled to be accompanied by a fellow employee or a trade union official.

The purpose of this meeting is to discuss your unsatisfactory level of attendance, establish if there are any underlying health problems and whether there is anything that we can do to facilitate an improvement in your attendance levels.

At the meeting, you will be given an opportunity to ask questions, comment on the issues and put forward any explanation you may have for the matters identified by your line manager as amounting to unsatisfactory attendance.

Stage 2 - The outcome

The outcome will be confirmed to you in writing as soon as possible and usually within [seven] working days after the formal review meeting.

The outcome of the meeting may be a decision to:

- make adjustments to your job;
- take no further action; or
- issue a second formal warning.

A second formal warning will be issued if it is concluded that your attendance has continued to fall below the required standards despite extensive efforts to provide you with support and an opportunity to improve. The warning will explain the nature

of the improvement that is required in your attendance, ie the minimum level of attendance that will be required to avoid triggering the next stage of the procedure, and the timescale for making these improvements.

The warning will remain current for a period of [12 months], after which it will cease to have effect.

Where you are issued with a second formal warning in accordance with this procedure, you will have a right of appeal.

Stage 3

Stage 3 - Trigger point

The trigger point for a stage 3 formal review meeting where you have previously been issued with a formal warning under stage 2 is:

- [eight] days' sickness absence in a rolling period of [12] months; or
- [three] instances of sickness absence in a rolling period of [12] months.

Stage 3 - Invitation to formal review meeting

If you reach a stage 3 trigger point, you will be invited in writing to a stage 3 formal review meeting. You will usually be given at least [five] days' notice of the meeting, to allow you to prepare and to arrange for a companion to accompany you.

You will be entitled to be accompanied by a fellow employee or a trade union official. The responsibility for finding a companion rests with you. If your chosen companion is not a fellow employee, we reserve the right to check their credentials as an accredited trade union representative.

We will give you a copy of all documents relevant to your case in advance of the formal review meeting, and you will be invited to submit any further evidence that you consider to be relevant.

Stage 3 - The formal review meeting

The stage 3 formal review meeting will be conducted by [insert description of senior manager authorised to make dismissal decisions], accompanied by [a senior member of the HR department/insert description]. You will be entitled to be accompanied by a fellow employee or trade union official.

The meeting is a final opportunity to discuss your continued unsatisfactory level of attendance, establish if there are any underlying health problems and whether there is anything that we can do to facilitate an improvement in your attendance levels.

At the meeting, you will be given an opportunity to ask questions, comment on the issues and put forward any explanation you may have for the matters identified by your line manager as amounting to unsatisfactory attendance.

Stage 3 - The outcome

The outcome will be confirmed to you in writing as soon as possible and usually within [seven] working days after the formal review meeting.

The outcome of the meeting may be a decision to:

- make adjustments to your job;
- take no further action;
- redeploy you with your agreement; or
- dismiss you.

Any offer to redeploy you will be entirely at our discretion. Such an offer will be made only where we are confident that you will be able to perform well in the redeployed role. It will normally be offered as an alternative to dismissal only in circumstances in which we are satisfied that you should no longer be allowed to continue to work in your current role. While you are free to refuse any offer of redeployment, the only alternative available will usually be dismissal.

If we believe that there is no alternative role available and suitable for you and that you have not met an acceptable standard of attendance, you may be dismissed. A decision to dismiss will only be taken by a manager who has the authority to do so.

The decision to dismiss together with the reasons for dismissal will be set out in writing and sent to you. Any dismissal will be with full notice or a payment in lieu of notice.

Where you are dismissed in accordance with this procedure, you will have a right of appeal.

12. Appeal

- 12.1 You have a right of appeal against a sanction issued under stages 1, 2 or 3 of this procedure.
- 12.2 You should appeal in writing to [insert appropriate manager] within [five] working days of being informed of the sanction.
- 12.3 Your letter should set out the grounds on which you believe that the decision was flawed or unfair.
- 12.4 Following receipt of your appeal, we will arrange an appeal meeting within [five] working days. However, if this is not possible, you will be informed of the reason for any delay.
- 12.5 You are entitled to be accompanied by a fellow employee or a trade union official.
- 12.6 The appeal meeting will be conducted by [insert description of more senior manager than the manager who conducted the original hearing], who will consider the grounds that you have put forward. Where appropriate, a member of the HR department may also be present.

- 12.7 At the meeting, the decision to impose the sanction will be reviewed and you will be entitled to make representations about the appropriateness of that decision.
- 12.8 The result of the meeting will be either to confirm the sanction or substitute any outcome that was available to the panel conducting the hearing at which the sanction was imposed on you.
- 12.9 Following the appeal meeting, the relevant manager will inform you in writing, usually within [seven] working days, of the outcome.
- 12.10 If the result of the appeal is that a decision to dismiss you is overturned, you will be reinstated with immediate effect. You will be reimbursed in full for any wages lost since your dismissal.
- 12.11 The outcome of the appeal is final.

13. Unauthorised absence

- 13.1 If you fail to attend work without permission, or you do not comply with the sickness absence reporting procedure or the evidential requirements set out in this policy, this will be treated as a disciplinary offence and dealt with under our disciplinary procedure.

HR30 – Long-term Sickness Absence Policy

XXXX Council

COUNCIL LOGO

Adopted:
Revised:
Review: Biannually or as changes are required.

HR30 - Long-term sickness absence policy

1. Introduction

- 1.1 We are committed to dealing fairly and sympathetically with employees who are absent from work for long periods because of ill health and aim to assist them with their rehabilitation and eventual return to work.
- 1.2 By implementing this policy, we aim to strike a reasonable balance between the pursuit of our operational needs and the genuine needs of employees to take time off work because of ill health.
- 1.3 This policy covers long-term sickness absence, which is defined as an absence lasting at least [28] calendar days or more. We operate a separate policy on short-term sickness absence, which is defined as an absence lasting [one to 27] calendar days. Where an employee is on long-term sickness absence, but returns to work for short periods, we reserve the right to continue to manage their sickness absence under this policy. This is to prevent us switching between this policy and our separate policy on short-term sickness absence solely on the basis that an employee has returned to work for a short period.
- 1.4 This policy does not form part of your contract of employment and we reserve the right to amend it at any time.
- 1.5 This policy applies to employees employed by us. It does not apply to workers, contractors, consultants or any self-employed individuals working for the organisation.

2. Your responsibilities

- 2.1 As an employee, you are responsible for ensuring that you:
 - provide medical evidence for sickness of more than seven calendar days (with sickness of seven calendar days or less being self-certified);
 - continue to notify and keep in touch with your line manager while unable to attend work;
 - be honest with your manager about the reason (i.e. the nature of the illness or injury) why you cannot attend work and how long you think the absence will last;
 - do what is possible to enable a return to work, for example by following medical guidance, taking steps recommended by healthcare professionals during rehabilitation and not undertaking any activities while on sick leave that could exacerbate your health problem;

- tell your line manager of any extenuating circumstances, for example personal or family problems or an unmanageable workload;
- bear in mind that we may seek a medical report, for example from your doctor [or our occupational health advisers];
- cooperate with the possible implementation of any adjustments to job duties, hours or working conditions, particularly those suggested by a healthcare professional; and
- attend a return-to-work meeting when returning to work following long-term sickness absence.

3. Evidence of sickness absence

3.1 *Statement of fitness for work (fit note)*

3.1.1 If you are absent for eight consecutive days or more (including weekends), you must provide your line manager with a fit note (statement of fitness for work) as soon as possible. If your absence persists beyond the end of the first fit note, you must continue to submit further fit notes to cover the whole period of your absence.

3.1.2 Fit notes can be issued by doctors, nurses, occupational therapists, pharmacists and physiotherapists as long as they have conducted an assessment of your fitness for work.

3.1.3 A fit note may state that:

- you are "not fit for work", in which case you should remain off work; or
- you "may be fit for work", if the healthcare professional's recommendations are followed (for example, a phased return, amended job duties, altered hours of work, or workplace adaptations).

3.1.4 While there is no legal obligation to follow the recommendations in the fit note, your line manager will take the recommendations seriously and give fair consideration, in consultation with you and [the HR department/occupational health], as to whether any of the changes recommended can be accommodated.

4. Keeping in touch

4.1 It is important that we maintain regular contact with you while you are absent to:

- see how you are progressing in terms of your health;
- support you and actively maintain your engagement with us;
- provide information to you so that you may make informed decisions (for example, in relation to health-related benefits);

- provide practical support [from our occupational health advisers];
- encourage a return to work as early as possible;
- facilitate a phased return to work if required, by making appropriate temporary or permanent adjustments; and
- ensure that you are kept up to date about events in the workplace.

4.2 You and your line manager are both jointly responsible for maintaining contact with each other. Once you are absent on sick leave for [28] continuous days, your line manager will contact you to agree the method and frequency of contact. Contact will be on a regular basis and at least [fortnightly/monthly].

[Home visits

In some circumstances, contact may be maintained via home visits. A home visit will take place only with your prior consent and at mutually agreed times.

Home visits will be conducted by your [line manager] and a representative from HR and/or occupational health may also be present depending on the reason for the visit.

If you prefer that we visit you in another location near your home (such as a local cafe or leisure centre), this may be mutually agreed.]

5. Sick pay

5.1 Provided that you have complied with the relevant notice and evidential requirements, you are entitled to statutory sick pay (SSP) where you have a period of sickness absence from work of at least four calendar days in a row and three "waiting days" (days on which you would usually be required to work) have passed.

5.2 Statutory sick pay is payable for up to 28 weeks in any one period of sickness absence, at a weekly rate set by the Government for the relevant tax year.

[OR

5.1 We operate a contractual sick pay scheme that is more generous than statutory sick pay (SSP). Your entitlement to contractual sick pay is set out in your contract of employment.]

5.2 [We reserve the right to withhold or suspend sick pay under our contractual sick pay scheme at our discretion. Circumstances in which contractual sick pay may be withheld include where:

- you have failed to comply with the organisation's sickness absence notification and evidence requirements;

- you refuse to attend a medical examination at the reasonable request of the organisation;
 - your incapacity has been caused by participation in dangerous sports or activities or any other occupation that you have;
 - you make or produce any misleading or untrue statement or document concerning your fitness to work;
 - you have given or received notice to terminate your employment; and
 - disciplinary proceedings are pending against you.
- 5.3 You will normally be entitled to receive SSP when contractual sick pay is withheld or suspended, although we can withhold or suspend SSP if we are not satisfied that you are ill, and no evidence of sickness is provided.
- 5.4 You will be given written notice if your SSP or contractual sick pay is being withheld or suspended.]

6. Holiday during sick leave

- 6.1 You will continue to accrue your holiday entitlement during any period of sick leave.
- 6.2 If you are unable to take your full holiday entitlement due to sickness absence, or if you are still absent at the end of the holiday year, you may carry over any unused holiday to the next holiday year with the agreement of [your line manager/the head of department].
- 6.3 Any holiday that is carried over under this provision [is limited to the four weeks' annual leave that you are entitled to under EU legislation, and] must be taken within 18 months of the end of the holiday year in which it was accrued.
- 6.4 Alternatively, you may book a period of holiday while on sick leave to receive holiday pay for that period, provided that you give [your manager/the head of department] as much notice as possible of your proposed holiday dates.

7. Medical reports

- 7.1 At various stages of managing your sickness absence, we may need to obtain a medical report on you to:
- determine your fitness for carrying out your role;
 - determine whether you are fit to return to work after a period of sickness absence, or when you might return to work;
 - determine your entitlement to health-related benefits (eg sick pay);

- assess the need to make reasonable adjustments to your working environment; and/or
 - comply with other legal obligations.
- 7.2 Depending on the circumstances, we might instruct your own doctor / consultant, occupational health, and/or an independent medical adviser. When deciding which medical practitioner to instruct, we will consider the purpose of the report and factors such as the need for objectivity, specialist expertise, and knowledge about your medical history and the requirements of your role.
- 7.3 If we decide that a medical report is necessary, we will write to you confirming why we intend to obtain a medical report and from whom the medical report will be obtained. In addition, you will be fully informed of your rights under the General Data Protection Regulation (GDPR).
- 7.4 Where we decide to obtain a medical report directly from your own doctor/consultant, the Access to Medical Reports Act 1988 applies. Therefore, when we write to you, we will also ask you to confirm whether you provide your consent for us to approach your doctor/consultant [by requesting that you complete and return our [medical reports consent form](#)]. You will be notified of all your rights under the Access to Medical Reports Act 1998, including the right to see the medical report before it is supplied to us.
- 7.5 Where we decide to obtain a medical report from occupational health, or any other independent medical adviser who has not been responsible for your clinical care, the Access to Medical Reports Act 1998 does not apply. In these circumstances, you do not have the right to access the medical report before it is supplied to us.
- 7.6 Once we have received the report, we will arrange a meeting with you to discuss the contents and identify the appropriate next steps.
- 7.7 You should be aware that if you refuse to attend a medical examination, or you withhold your consent to a medical report being disclosed to us, we may need to make decisions affecting your employment without the benefit of medical input, which could be to your detriment.

8. Sickness absence management procedure

- 8.1 The following sickness absence management procedure applies to employees who are absent on sick leave for [28] continuous days or more.
- 8.2 The stages set out in this policy are guidelines only. There are limited circumstances in which it will be appropriate for an employee to skip straight to a stage 3 final formal review meeting (see below). For example, this could be the case where the medical advice is that you will never be able to return to work. When applying the trigger points for each stage of the procedure, the special rules that apply to pregnancy and disability (see below) will be taken into account. There are also special

considerations when ill-health retirement is a possibility or if you have been diagnosed with a terminal illness (see below).

8.3 Where it is not possible to hold a face-to-face meeting or hearing under this procedure, we will conduct the process remotely. We will ensure that you and your representative have access to the necessary technology for participating. Your rights will not be affected, and we will ensure that the procedure remains fair and reasonable.

Stage 1

Stage 1 - Trigger point

The trigger point for a stage 1 formal review meeting is:

- [28] calendar days sickness absence; or
- as soon as we have received confirmation that you will be absent for at least [28] calendar days or more (for example, a fit note has signed you off for that period).

Stage 1 - Invitation to formal review meeting

If you reach a stage 1 trigger point, you will be invited in writing to a stage 1 formal review meeting. You will usually be given at least [five] days' notice of the meeting, to allow you to prepare and to arrange for a companion to accompany you.

You will be entitled to be accompanied by a fellow employee or a trade union official. The responsibility for finding a companion rests with you. If your chosen companion is not a fellow employee, we reserve the right to check their credentials as an accredited trade union representative.

We will give you a copy of all documents relevant to your case in advance of the formal review meeting, and you will be invited to submit any further evidence that you consider to be relevant.

Stage 1 - The formal review meeting

The stage 1 formal review meeting will be conducted by your line manager and a HR representative will also be present. You will be entitled to be accompanied by a fellow employee or a trade union official.

The purpose of this meeting is to discuss:

- how you are doing and the likely length of your ongoing absence, bearing in mind the advice in your fit note and/or any other medical report;
- whether further medical advice is necessary;
- whether there is anything that we can do to facilitate your return to work (for example, a phased return, amended job duties, altered hours of work, or workplace adaptations) and any medical advice that you have received about this;

- your sick pay entitlement (and, if applicable, the possibility of making a claim under a permanent health insurance scheme, or similar insurance scheme); and
- the timescale for a follow-up review meeting.

At the meeting, you will be given an opportunity to ask questions and comment on the issues.

Stage 1 - The outcome

The outcome will be confirmed to you in writing as soon as possible and usually within [seven] working days after the formal review meeting.

The letter will include details of any next steps that have been agreed to help you return to work, as well as any support that we will offer you and the timescale for a follow-up review meeting under this process.

Stage 2

Stage 2 - Trigger point

The trigger point for a stage 2 formal review meeting is:

- [three] months sickness absence; or
- as soon as we have received confirmation that you will be absent for [three] months or more (for example, a fit note has signed you off for that period).

A formal review meeting under stage 2 will usually take place every [three] months until you return to work or you have been absent for [12] months, at which point you will move to stage 3 of the sickness absence management procedure (see [below](#)).

However, it may be appropriate to hold a stage 2 meeting earlier if it is to discuss immediate follow-up from the stage 1 meeting, or following any further medical appointments that you have had.

Stage 2 - Invitation to formal review meeting

If you reach a stage 2 trigger point, you will be invited in writing to a stage 2 formal review meeting. You will usually be given at least [five] days' notice of the meeting, to allow you to prepare and to arrange for a companion to accompany you.

You will be entitled to be accompanied by a fellow employee or a trade union official. The responsibility for finding a companion rests with you. If your chosen companion is not a fellow employee, we reserve the right to check their credentials as an accredited trade union representative.

We will give you a copy of all documents relevant to your case in advance of the formal review meeting, and you will be invited to submit any further evidence that you consider to be relevant.

Stage 2 - The formal review meeting

The stage 2 formal review meeting will be conducted by your line manager and a HR representative will also be present. You will be entitled to be accompanied by a fellow employee or a trade union official.

The purpose of this meeting is to discuss:

- how you are doing and the likely length of your ongoing absence, bearing in mind the advice in your fit note and/or any other medical report;
- whether further medical advice is necessary;
- whether there is anything further that we can do to facilitate your return to work (for example, a phased return, amended job duties, altered hours of work, workplace adaptations, temporary redeployment) and any medical advice that you have received about this;
- the possibility of permanent redeployment or dismissal [including ill-health retirement] if it appears that you will be unable to remain in your role;
- your sick pay entitlement (and, if applicable, the possibility of making a claim under a permanent health insurance scheme, or similar insurance scheme); and
- the timescale for a follow-up review meeting.

At the meeting, you will be given an opportunity to ask questions and comment on the issues.

Stage 2 - The outcome

The outcome will be confirmed to you in writing as soon as possible and usually within [seven] working days after the formal review meeting.

The letter will include details of any next steps that have been agreed to help you return to work, as well as any support that we will offer and the timescale for a follow-up review meeting under this process.

Stage 3

Stage 3 - Trigger point

The trigger point for a stage 3 final formal review meeting is:

- [12] continuous months sickness absence;
- as soon as we have received confirmation that you will be absent for at least [12] continuous months or more (for example, a fit note has signed you off for that period);
- it is clear from medical advice that you are unable to return to your role in the foreseeable future; or

- all reasonable steps to assist you in returning to work (for example, a phased return, amended job duties, altered hours of work, workplace adaptations, temporary redeployment) have been exhausted.

Stage 3 - Invitation to final formal review meeting

If you reach a stage 3 trigger point, you will be invited in writing to a stage 3 final formal review meeting. You will usually be given at least [five] days' notice of the meeting, to allow you to prepare and to arrange for a companion to accompany you.

You will be entitled to be accompanied by a fellow employee or a trade union official. The responsibility for finding a companion rests with you. If your chosen companion is not a fellow employee, we reserve the right to check their credentials as an accredited trade union representative.

We will give you a copy of all documents relevant to your case in advance of the formal review meeting, and you will be invited to submit any further evidence that you consider to be relevant.

Stage 3 - The formal review meeting

The stage 3 final formal review meeting will be conducted by [insert description of senior manager authorised to make dismissal decisions], accompanied by [a senior member of the HR department/insert description]. You will be entitled to be accompanied by a fellow employee or trade union official.

The purpose of this meeting is to discuss:

- matters considered at the first and second stage of the process;
- the length of your absence and the likely length of your future absence;
- current medical advice on your condition;
- if applicable, the possibility of ill-health retirement or making a claim under a permanent health insurance scheme, or similar insurance scheme;
- any further reasonable adjustments that could be made to enable you to return to work within a reasonable timeframe;
- the effect of your continued absence on your colleagues and department; and
- the possibility of you being dismissed by reason of capability.

At the meeting, you will be given an opportunity to ask questions and comment on the issues and any proposal to dismiss you.

Stage 3 - The outcome

The outcome will be confirmed to you in writing as soon as possible and usually within [seven] working days after the formal review meeting.

The outcome of the meeting may be a decision:

- for you to remain on sick leave until you have recovered (typically where an approximate return-to-work date can be identified);

- to make adjustments to your job;
- to redeploy you with your agreement;
- to issue you with a warning that your continued absence is unsatisfactory; or
- to dismiss you.

9. Appeal

9.1 You have a right of appeal against a sanction issued under stages 1, 2 or 3 of this procedure.

9.2 You should appeal in writing to [insert appropriate manager] within [five] working days of being informed of the sanction.

9.3 Your letter should set out the grounds on which you believe that the decision was flawed or unfair.

9.4 Following receipt of your appeal, we will arrange an appeal meeting within [five] working days. However, if this is not possible, you will be informed of the reason for any delay.

9.5 You are entitled to be accompanied by a fellow employee or a trade union official.

9.6 The appeal meeting will be conducted by [insert description of more senior manager than the manager who conducted the original hearing], who will consider the grounds that you have put forward. Where appropriate, a member of the HR department may also be present.

9.7 At the meeting, the decision to impose the sanction will be reviewed and you will be entitled to make representations about the appropriateness of that decision.

9.8 The result of the meeting will be either to confirm the sanction or substitute any outcome that was available to the panel conducting the hearing at which the sanction was imposed on you.

9.9 Following the appeal meeting, the relevant manager will inform you in writing, usually within [seven] working days, of the outcome.

9.10 If the result of the appeal is that a decision to dismiss you is overturned, you will be reinstated with immediate effect. You will be reimbursed in full for any wages lost since your dismissal.

9.11 The outcome of the appeal is final.

10. Return-to-work meetings

10.1 We understand that returning back to work after a long period of absence can be difficult. When you return to work, your line manager will arrange to meet with you to conduct a return-to-work meeting to ensure that you are given adequate support. This will be in addition to any meeting under the sickness absence management procedure.

10.2 Ideally, the meeting will take place prior to your return to work, or if this is not possible on your first day back at work.

10.3 The purpose of the return-to-work meeting is to discuss:

- the arrangements for your return to work, including any adjustments that are being made or have been made;
- what work you will be doing on your return to work, including an outline of work during your first week back;
- any medical issues of which the employer is not already aware, such as any updated guidance from a healthcare professional;
- what arrangements will be put in place to monitor your progress, including a timescale for the next follow-up meeting; and
- to whom you should report if you have any difficulties with the arrangements.

10.4 All discussions between you and your line manager will be treated sensitively and in confidence.

11. Special cases

11.1 *Pregnancy-related absences*

11.1.1 If you are pregnant and are absent from work for a pregnancy-related illness, your sickness will not be included when checking to see if the need for formal action under the sickness absence management procedure has been triggered.

11.2 *Disability*

11.2.1 If you have a disability, you do not have to tell us. However, we would encourage you to let us know so that we can support you, for example by making reasonable adjustments to our premises, aspects of your role, our working practices, and/or our sickness absence management procedure.

11.2.2 If your sickness absence is due to a disability, we will discuss potential reasonable adjustments that may help you return to work or support you after you have returned to work. We may also need to discuss your needs with you and your medical adviser or occupational health to help us get the right support in place.

11.3 Ill-health retirement

11.3.1 Retirement on the ground of ill health will be considered where:

- it appears unlikely from the medical advice that you will be able to return to your role; and
- you are entitled to a [pension/lump sum] under your pension scheme.

11.3.2 If ill-health retirement is raised as an option, your line manager will advise you in the first instance to contact the [administrator of the pension scheme/HR department] for you to find out if you qualify for, and the financial implications of accepting, ill-health retirement.

11.4 Terminal illness

11.4.1 If you are suffering from a terminal illness, we will endeavour as far as possible to accommodate your wishes and to provide the most financially advantageous arrangements for you and your family. This includes discussion of the possibility of ill-health retirement or the termination of employment with a lump-sum payment under your pension scheme where relevant.

11.4.2 While we will support employees who wish to continue working, if you have been diagnosed with a terminal illness, you should bear in mind that there may come a time when you will be unable to continue working. In this case, your line manager will discuss the options with you under stage 3 of the sickness absence management procedure.

11.4.3 If you have a terminal illness and choose to continue working, you should bear in mind that while there is no obligation to inform the organisation or any colleagues about your illness, it is normally better to do so to ensure that you receive adequate support.

12. Unauthorised absence

13.1 If you fail to attend work without permission, or you do not comply with the sickness absence reporting procedure or the evidential requirements set out in this policy, this will be treated as a disciplinary offence and dealt with under our disciplinary procedure.

Notes

Definition of "long-term sickness absence": This policy defines "long-term sickness absence" as sickness absence lasting 28 or more calendar days, reflecting [guidance from the National Institute for Health and Care Excellence](#)

(NICE). Our separate policy on short-term sickness absence defines "short-term sickness absence" as one to 27 calendar days' sickness absence.

Trigger points: In this policy, the trigger points given are examples only. The trigger points that the employer chooses should be carefully thought through.

Sick pay: This policy provides the option for employers to offer more generous sick pay than the statutory scheme.

Expansion of healthcare professionals who can issue fit notes: On 1 July 2022, legislation ([England, Scotland and Wales](#) and [Northern Ireland](#)) came into force to expand the list of healthcare professionals who are able to issue fit notes. Previously, only doctors were allowed to issue fit notes. The Government's [guidance on fit notes for employers](#) has been updated to reflect this. The expanded list covers nurses, occupational therapists, pharmacists and physiotherapists, who are able to issue fit notes as long as they have conducted an assessment of a patient's fitness for work. It is not permissible to issue fit notes on request or via over-the-counter services without an assessment. A [reference to the change](#) has been added to this model policy.

Pregnancy-related sickness absence: Employers must exclude sickness absence that is pregnancy related when tallying an employee's sickness absence record for the purposes of managing absence.

Risk of disability discrimination: Where a disabled employee reaches an absence trigger point, the employer must first consider whether reasonable adjustments can be made before launching formal action. To dismiss, or give a warning to, a disabled employee for poor attendance may amount to discrimination arising from disability.

Medical reports: This policy highlights that a medical report may be sought at any stage in the sickness absence management process, for example from the employee's doctor or the employer's occupational health advisers.

Companions at meetings and hearings: Under this policy, employees are given the right to be accompanied at formal sickness absence review meetings under stages 1, 2 and 3, and during any appeal hearing.

Appeals: An appeal against action for long-term sickness absence is a key way for employers to ensure that an employee is not unfairly treated under this policy. The final stage of the process for an employee who has been dismissed because of long-term sickness absence should be the appeal.

Fair dismissals: Incapability related to ill health is a potentially fair reason for dismissal, as long as the dismissal falls into the range of reasonable responses. In practice, this requires the employer to: investigate the employee's prognosis and likelihood of being able to return to work; discuss the matter with them; and give them a reasonable chance to return to work.

Permanent health insurance: An employer's right to dismiss an employee for incapacity is restricted if that would deprive the employee's rights under a permanent health insurance (or similar) scheme. If an employer gets it wrong it may face a claim for breach of contract. While such a breach of contract would not necessarily make the dismissal unfair or discriminatory, the contractual position is likely to be relevant

when an employment tribunal is considering the reasonableness of the dismissal. If the employer is in any doubt, it should seek specific legal advice.

Neonatal Care Leave Policy

1. Introduction

- 1.1. We are committed to supporting employees during challenging times, including when their child requires neonatal care. This policy explains who is eligible for neonatal care leave and pay, notification requirements, and the protections employees have when taking leave.
- 1.2. These new entitlements take effect from 6th April 2025 and apply to children born after 6th April 2025.
- 1.3. This Policy applies to all employees of the Council.
- 1.4. This Policy explains the rules¹ relating to neonatal care leave and pay.
- 1.5. This Policy does not form part of your contract of employment. We reserve the right to amend or remove this Policy. If there is any conflict between the terms of this Policy and the statutory rights which it covers, then the statutory rights will prevail.

2. Eligibility for Neonatal Care Leave

- 2.1. Neonatal Care incorporates:
 - a medical care received in a hospital;
 - b medical care received in any other place where the child was an inpatient in hospital and the care is received upon that child leaving hospital; and the care is under the direction of a consultant; and the care includes ongoing monitoring by, and visits to the child from, healthcare professionals arranged by the hospital; and
 - c palliative or end of life care.
- 2.2. The following employees are potentially eligible to take Neonatal Care Leave:
 - a The child's parent who has or expects to have responsibility for the child's upbringing;
 - b The partner of the child's mother who expects to have main responsibility (apart from the mother) for the child's upbringing;
 - c The child's adopter who has or expects to have responsibility for the child's upbringing;
 - d The partner of the child's adopter who expects to have main responsibility (apart from their partner) for the child's upbringing;
 - e The child's overseas adopter with responsibility for the upbringing of the child;

¹ This Policy is drafted to reflect statutory entitlements. If you offer any enhanced entitlements to leave and/or pay, then you should insert details of these entitlements as well.

- f The partner of the child's overseas adopter with main responsibility (apart from their partner) for the child's upbringing.

2.3. The leave must be taken to care for the child.

3. Leave entitlement

- 3.1. Eligible employees will be able to take leave if their baby requires seven (or more) days of continuous neonatal care starting within the first 28 days following their birth. Entitlement to begin taking a period of neonatal care leave only begins once the child has spent seven consecutive days in neonatal care.
- 3.2. Eligible employees are entitled to one week's leave for every week their child spends in neonatal care, capped at a maximum of twelve weeks. The leave may be taken while the child is receiving the care or after.
- 3.3. The leave must be taken before the end of 68 weeks beginning with the date of the child's birth.
- 3.4. Where an employee takes neonatal care leave during a period where the child is receiving neonatal care (or in the seven days immediately following discharge) then the employee is able to take neonatal care leave in non-consecutive weeks. This is known as '**tier 1**' leave.
- 3.5. Where an employee takes accrued neonatal care leave at any point after seven days has elapsed since the child's discharge from neonatal care then the employee must take any accrued leave in consecutive weeks. This is known as '**tier 2**' leave.
- 3.6. Where more than one child is in receipt of neonatal care, each child is generally to be treated separately as regards entitlement to take neonatal care leave. However, if more than one child is receiving neonatal care at the same time, entitlement only accrues once. So, for example, if twins spend the same three weeks in neonatal care then the eligible employee will accrue three weeks of neonatal leave during this period, not six.

4. Notification Requirements

- 4.1. If you wish to take a period of neonatal care leave you must give notice of your intention to take neonatal care leave in writing to the Council, specifying:
 - a your name;
 - b the child's date of birth and where relevant in cases of adoption, the date the child is placed, or in cases of overseas adoption, the date the child enters Great Britain;
 - c the date or dates that the child started to receive neonatal care;
 - d if the child is no longer receiving neonatal care, the date the neonatal care ended;
 - e the date on which you choose the period of absence to begin;
 - f the number of weeks of neonatal care leave the notice is being given for; and
 - g that you are taking the leave to care for the child; and

h that you are eligible to take this form of leave.

- 4.2. Where any initial notice is given before the child has stopped receiving neonatal care, you must inform us of the date that the neonatal care ends, as soon as is reasonably practicable after that date. If neonatal care then starts again after you have notified us that it has ended, you should inform us of the date that neonatal care started again as soon as possible.
- 4.3. If the leave is to start during the tier 1 period, notice must be given before the employee is due to start work, on the employee's first day of absence or if that is not possible then as soon as reasonably practicable.
- 4.4. If the leave is to be taken later (during the tier 2 period) then, for a single week, notice must be given no later than 15 days before the first day of leave to which the notice relates. If it is for two or more consecutive weeks then notice must be given no later than 28 days before the first day of the leave to which the notice relates.
- 4.5. We reserve the right to waive or reduce the notice requirements set out above if we consider it reasonable to do so.

5. Interaction with other family leave

- 5.1. Neonatal care leave can be taken in addition to maternity, paternity, adoption, and shared parental leave. Employees who qualify for multiple types of leave may take them consecutively, ensuring they receive the maximum support available. Neonatal care leave does not reduce the length of any other statutory leave entitlement.
- 5.2. If a period of tier 1 neonatal leave is interrupted by the commencement of any other form of family leave then the neonatal care leave ends immediately before the start of the other period of statutory leave and either:
 - a the remaining entitlement to neonatal care leave must be taken immediately after the end of the other period of statutory leave, provided the leave is still being taken in the tier 1 period; or
 - b where, following the other statutory leave, the employee is now in the tier 2 period, the remaining entitlement to neonatal care leave must be taken consecutively with any other neonatal care leave taken in the tier 2 period.
- 5.3. An employee is not entitled to take leave in the tier 2 period where, at the time of giving notice, the employee knows that the leave will be interrupted by another statutory leave period.

6. Neonatal Care Leave Pay

- 6.1. Employees may be eligible for Statutory Neonatal Care Pay (SNCP) during any period of neonatal care leave if they:
- a Have been employed for at least 26 weeks before the relevant week (which is the 15th week before the week in which the baby is due);
 - b Earn at least the lower earnings limit for National Insurance contributions (£125 per week from 6th April 2025); and
 - c Provide the necessary documentation and notification to The Clerk .
- 6.2. Notice for a statutory pay week beginning in the Tier 1 period must be given before the end of the period of 28 days beginning with the first day of the first statutory pay week to which the notice relates.
- 6.3. Notice for a statutory pay week beginning in the Tier 2 period must be given (for a single week) no later than 15 days before the first day of leave to which the notice relates, and if it is for two or more consecutive weeks then notice must be given no later than 28 days before the first day of the leave to which the notice relates.
- 6.4. Provided all requirements are met, SNCP will be paid at the government-set rate for up to 12 weeks. The amount of SNCP is set annually by the government.

Note Councils can opt to pay full salary as opposed to SNCP, this would be a policy decision at present as the Green Book is currently silent on Neonatal leave.

7. Protection from dismissal or detriment

Employees taking neonatal care leave are protected from dismissal, detriment, or any form of unfair treatment due to exercising their rights. Any concerns regarding discrimination or negative treatment should be reported to The Clerk immediately. If an employee believes they have been unfairly treated, they may pursue a grievance or legal claim for unfair dismissal.

8. Protection from redundancy

- 8.1. If a redundancy situation occurs affecting you:

- a during a period in which you are taking neonatal care leave; or,
- b if you have taken at least six consecutive weeks of neonatal care leave, in the period following the day after you have taken six consecutive weeks of leave and ending 18 months after the birth of the child (or, in cases of adoption and overseas adoption, the date from which the entitlement to take neonatal leave arose)

then, where there is a suitable alternative vacancy, you are entitled to be offered alternative employment with us, our successor or an associated employer, under a new contract of employment which takes effect immediately on the ending of the employee's employment under the previous contract.

8.2. This protection does not apply if you already otherwise have protection under the equivalent provisions relating to pregnancy, maternity, shared parental or adoption leave.

Green = point of clarification.

Report for : Staffing Committee

Date: 30 July 2026

Item Title: To consider and agree change to recruitment process to relieve members of interviewing duties for junior positions.

Background and Purpose

The current recruitment process is cumbersome and adds unnecessary delay to making an appointment. The Panel consists of members only and is usually unnecessarily large due to historic preferences of the desire to ensure the decision makers are politically and gender balanced. This places a heavy burden, not just on the administration of the panel but on member's time and availability.

For positions other than:

- Clerk
- Deputy Clerk
- Facilities Manager
- Deputy Facilities Manager
- Kitchen Manager

It is proposed to relieve members of the responsibilities of interviewing and selection and instead delegate this responsibility to the management team. The line manager of the vacant role should always be included on the panel.

This amendment to the policy will not only speed up the recruitment process but should also save the council money, as vacant roles tend to be covered by existing staff on overtime rates.

Recommendation

The Committee recognises the valuable role members play in supporting staff recruitment. However, for junior roles, particularly those with little or no direct councillor contact, selection is more appropriately undertaken by the management team responsible for supervising the post, as they are best placed to assess the operational requirements of the role and the suitability of candidates.

The Committee notes that the suite of staffing related policies, including recruitment policies, will be reviewed following the appointment of Council HR and Governance Support. This recommendation is therefore made in principle, on the understanding that any amended or newly adopted policy would reflect this principle.

To delegate responsibility of recruitment and selection to the management team for the junior vacancies that arise. The line manager of the vacant role should always be included on the panel.

Clerk

July 2026