

**ROYAL WOOTTON BASSETT TOWN COUNCIL  
EMPLOYEE HANDBOOK**

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## **ROYAL WOOTTON BASSETT TOWN COUNCIL**

### **Introduction**

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic or national origin, religion or belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age, pregnancy or maternity, or disability. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the Council. We look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religion or belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, pregnancy or maternity, age or disability are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information, although this handbook is not contractual and your contract of employment takes precedence over any conflicting provisions contained herein.

## **JOINING OUR ORGANISATION**

### **A) PROBATIONARY PERIOD**

Your employment is conditional upon satisfactory clearance from the Disclosure & Barring Service and an initial probationary period of thirteen weeks. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time.

We reserve the right not to apply our full capability disciplinary and dismissal procedures during your probationary period or during the first two years of your employment.

### **B) JOB DESCRIPTION**

You have been provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

### **C) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job, and as your employment progresses your skills may be extended to encompass new job activities within the Council.

### **D) PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

### **E) STAFF APPRAISAL SCHEME**

We have a staff appraisal scheme in place for the purpose of monitoring staff performance levels with a view to maximising the effectiveness of individuals, details of which are available separately.

### **F) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within the Council usually within the same skill set. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

### **G) MOBILITY**

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

## **H) NATIONAL AGREEMENT ON PAY AND CONDITIONS OF SERVICE**

The Council accepts the provisions of the National Agreement on Terms and Conditions agreed annually between the National Association of Local Councils (NALC) and the Society of Local Council Clerks (SLCC). This is agreed after reference to the Joint Council for Local Government Services agreement. A National Agreement on pay and conditions of service (The Green Book) is negotiated between Principal Local Authority Employers and Unions and this forms the basis of the pay and conditions for the Council. The Green Book sets the framework by which Local Authorities establish terms and conditions. Local councils may negotiate terms and conditions, but it is the strong advice of the NALC and SLCC jointly that the national terms and conditions are adhered to and in so doing must honour all the relevant provisions of employment legislation and any other legislation applying at the time. Wherever the National Agreement makes provision for changes in the structure of Local Government Pay and Conditions, the Council will implement them.

## **I) POLICY STATEMENT ON THE SECURE STORAGE, HANDLING, USE, RETENTION AND DISPOSAL OF DISCLOSURES AND DISCLOSURE INFORMATION**

1. As an organisation using the Disclosure and Barring Service (DBS) and/or Disclosure Scotland (DS) Disclosure Service to help assess the suitability of applicants for positions of trust, the Council complies fully with the DBS/DS Code of Practice regarding the correct handling, use, storage, retention and disposal of disclosures and disclosure information. The Council also complies fully with its obligations under the Data Protection Act.
2. Disclosure information is never kept on an applicant's personnel file. It is always kept separately and securely in lockable, non-portable storage containers with access strictly controlled and limited to those who are authorised to see it as part of their duties in accordance with Section 124 of the Police Act 1997. We maintain a record of all those to whom disclosures and disclosure information has been revealed and we recognise that it is a criminal offence to pass the information to anyone who is not entitled to receive it.
3. Disclosure information is only used for the specific purpose for which it was requested and for which the applicant's full consent has been given.
4. Once a recruitment (or other relevant) decision has been made, the Council does not keep disclosure information for any longer than is absolutely necessary. This is generally for a period of up to six months, to allow for the consideration and resolution of any disputes or complaints. If, in very exceptional circumstances, the Council considers it necessary to keep disclosure information for longer than six months, the DBS/DS will be consulted and full consideration will be given to the data protection and human rights of the individual.
5. Once the retention period has elapsed, the Council will ensure that any disclosure information is immediately destroyed by secure means, i.e. by shredding, pulping or burning. While awaiting destruction, disclosure information will not be kept in any insecure receptacle (e.g. a waste bin or confidential waste sack). The Council will not keep any photocopy or other image of the disclosure or any copy or representation of the contents of the disclosure. However, the Council may keep a record of the date of issue of the disclosure, the name of the subject, the type of disclosure requested, the post for which the disclosure was requested, the unique reference number of the disclosure and the details of the recruitment (or other relevant) decision taken.

## **WAGES AND SALARIES, ETC.**

### **A) STRUCTURE AND PROGRESSION**

This is based on the externally evaluated and benchmarked agreement as reviewed and then jointly agreed annually between the NALC and the SLCC. The salary table is published to all councils annually. Copies may be obtained from the offices of the society. Local evaluation and review may also apply.

All employees should progress automatically up the salary scale to the top of their designated grade, provided that their performance is satisfactory. You will normally be entitled to an increment, payable on the 1st April of each year along with the salary settlement figure. Once the top of the scale is reached, any additional increments are at the sole discretion of the Council. Accelerated increments within the grade of the post may be given on the grounds of exceptional merit or ability. Additional incremental awards over and above the scale may also be given for employees achieving, or holding appropriate qualifications, where this is a requirement of the post.

### **B) ADMINISTRATION**

#### **1. Payment**

- a. The pay month is the calendar month. Basic salaries are paid by the 25th day of the current month any overtime payments are paid one month in arrears.
- b. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions that have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- c. Any pay queries that you may have should be raised with the Town Clerk or Accountant.

#### **2. Overpayments**

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

#### **3. Income Tax and National Insurance**

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

### **C) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.

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

#### **D) SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay other than statutory guarantee pay.

#### **E) MATERNITY/PATERNITY LEAVE AND PAY**

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Town Clerk at an early stage so that your entitlements and obligations can be explained to you.

#### **F) PARENTAL LEAVE**

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with the Town Clerk, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the Council.

#### **G) SHARED PARENTAL LEAVE**

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

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

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

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

taken in a single instalment. Any decision as to whether to permit intermittent periods of leave is entirely at the Council's discretion.

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

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

## **H) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action that is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Town Clerk, who, if appropriate, will agree the necessary time off.

## **I) FLEXIBLE WORKING**

To qualify for the right to request flexible working, an Employee must have 26 weeks continuous service at the date the request is made and not have made one in the previous 12 months.

The procedure for requesting flexible working requires the Employee to submit a written application setting out the details of requested change, which could be:

- a change to hours of work
- a change to the times of work
- a request to work from home or at another workplace.

In addition, the application must set out:

- when the Employee would like the new arrangements to begin
- how the Employee meets the eligibility criteria
- the implications of the new arrangements for the Employer (for example how colleagues might be affected by a change in working hours) and how they might be dealt with
- whether the Employee has made a previous application and, if so, when.

If the Employer agrees to the Employee's request, the Employee must be notified in writing of:

- the contract variation
- the effective date

The Employer shall, within 28 days of the application, either write to the Employee agreeing the flexible work pattern and giving a start date or arrange to meet with the Employee, to discuss the request. The Employee has the right to be accompanied at this meeting by a



fellow Employee, who may confer with the Employee in question and address the meeting but not answer questions on the Employee's behalf.

If the request is refused, one or more of the following grounds for refusal will be given in a letter;

- the burden of additional costs
- detrimental effect on ability to meet customer demand
- inability to re-organise work among existing staff
- inability to recruit additional staff
- detrimental impact on quality
- detrimental impact on performance
- insufficiency of work during the periods the employee is proposing to work
- planned structural change

The letter must also set out the procedure for appealing against the decision to reject the request.

If an Employee's request is accepted by the Employer it means that the Employee's contract of employment is permanently changed. Neither the Employee nor the Employer can unilaterally insist that the Employee reverts back to the original working arrangements at a future date. A trial period may however be agreed.

## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).
2. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We permit five days to be carried forward.
3. You should complete a holiday request form for all holiday requests and have it signed by your Line Manager before making any firm holiday arrangements.
4. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a first come - first served" basis whilst ensuring that operational efficiency and appropriate staffing levels are maintained throughout the year.
5. You should give at least seven day's notice of your intention to take holidays and odd single days will be considered on a case-by-case basis.
6. You may not normally take more than two working weeks consecutively unless it has been agreed in advance by your line manager.
7. Your holiday pay will be at your normal remuneration unless shown otherwise on your Statement of Main Terms.

### **B) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual Statement of Main Terms of Employment.

## **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone on the first day of incapacity, at the earliest possible opportunity and no later than 10am. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to the Town Clerk or your Line Manager. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. If your incapacity extends to more than four days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### **B) EVIDENCE OF INCAPACITY**

1. Doctors' certificates are not issued for short-term incapacity. In these cases of incapacity (up to seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctors' medical certificates to cover the whole of your absence.

### **C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Any contractual sickness/injury payments are shown in your individual Statement of Main Terms of Employment.
4. Any days of contractual sickness/injury payments which qualify for SSP will be offset against SSP on a day-to-day basis. A deduction will be made for any other state benefits received if you are excluded or transferred from SSP.
5. If you are entitled to any payments in excess of SSP and your entitlement expires, full or part payment may be allowed at our discretion where it is considered that there are special circumstances warranting it.

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

**D) RETURN TO WORK**

1. You should notify your Line Manager as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Line Manager.
4. Upon returning to work you will be interviewed by your Line Manager for the purposes of ascertaining your well-being.

**E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.
2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.
3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.
4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

**SICKNESS SELF-CERTIFICATION ABSENCE**

This form should be completed on your return to work following any period of sickness.  
If you are returning to work after a period of sickness of more than 7 calendar days a medical certificate or certificates should already have been provided to cover the period of absence in excess of these first seven days.

<b>NAME:</b>	
<b>Dates of sickness (including non-working days)</b>	
<b>FROM</b>	
_____ am/pm	
_____ day	
_____ date	
<b>TO</b>	
_____ am/pm	
_____ day	
_____ date	
<b>Details of sickness or injury</b>	
<b>Did you consult a Doctor? YES/NO. Is YES please give details of: Doctor's name, address, date of visit, treatment received and any current treatment. If NO please state why not</b>	
<b>Declaration</b>	
I certify that I was incapable of work because of my sickness/injury on the dates shown above and that this information is true and accurate. I acknowledge that false information will result in disciplinary action. I hereby give my employer permission to verify the above information	
Signed (employee) _____	
Acknowledged (for employer) _____	
Date _____	

## **OTHER BENEFITS**

### **A) PENSION SCHEME**

1. All employees are encouraged to join the Local Government Pension Scheme, administered by Wiltshire Council. Details of the scheme are available from the County Hall in Trowbridge or from the Town Clerk.
2. Scheme members contribute a percentage of salary and the Council also contributes at the rate determined by the scheme management.
3. All employees are encouraged to review the pension scheme periodically, as the various benefits may change. Wiltshire Council Pensions Department are happy to deal with any questions in this regard.

### **B) DEATH IN SERVICE**

In the event of death in service, any salary, pension or gratuities that are due to you will be paid to your nominated next of kin.

## **SAFEGUARDS**

### **A) RIGHTS OF SEARCH**

1. We have the right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business. These searches may be based upon reasonable suspicions but could also be random and so searches should not imply suspicion in relation to any individual concerned.
2. If you should be required to submit to a search, if practicable you will be entitled to be accompanied by a third party to be selected from only someone who is on the premises at the time a search is taking place. This right also applies at the time that any further questioning takes place.
3. You may be asked to remove the contents of your pockets, bags, vehicles, etc (this is a non-exhaustive list).
4. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched may raise inferences and/or constitute a failure to comply with reasonable management requests, which could result in disciplinary action and potentially your dismissal.
5. We reserve the right to call in the police at any stage.

### **B) CONFIDENTIALITY**

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

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

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

### **C) COPYRIGHT**

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

#### **D) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our Council will be given only by the Town Clerk unless specifically authorised by the Town Clerk.

#### **E) INVENTIONS/DISCOVERIES**

An invention or discovery made by you will normally belong to you. However, an invention or discovery made by you will become our property if it was made:

- a. in the course of your normal duties under such circumstances that an invention might reasonably be expected to result from those duties;
- b. outside the course of your normal duties, but during duties specifically assigned to you, when an invention might reasonably be expected to result from these; and
- c. during the course of any of your duties, and at the time you had a special obligation to further our interests arising from the nature of those duties, and your particular responsibilities.

#### **F) VIRUS PROTECTION PROCEDURES**

In order to prevent the introduction of virus contamination into the software system the following must be observed:

- a. unauthorised software including public domain software, magazine cover disks/CDs or Internet/World Wide Web downloads must not be used; and
- b. all software must be virus checked using standard testing procedures before being used.

#### **G) USE OF COMPUTER EQUIPMENT**

In order to control the use of the Council's computer equipment and reduce the risk of contamination the following will apply:-

- a. The introduction of new software is not permitted.
- b. Only authorised staff should have access to the Council's computer equipment.
- c. Only authorised software may be used on any of the Council's computer equipment.
- d. Only software that is used for business applications may be used.



- e. No software may be brought onto or taken from the Council's premises without prior authorisation.
- f. Unauthorised access to the computer facility will result in disciplinary action.
- g. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

## **H) E-MAIL AND INTERNET POLICY**

### **1. Introduction**

The purpose of the Internet and E-mail policy is to provide a framework to ensure that there is continuity of procedures in the usage of Internet and E-mail within the Council. The Internet and E-mail system have established themselves as an important communications facility within the Council and have provided us with contact with professional and academic sources throughout the world. Therefore, to ensure that we are able to utilise the system to its optimum we have devised a policy that provides maximum use of the facility whilst ensuring compliance with the legislation throughout.

### **2. Internet**

Where appropriate, duly authorised staff are encouraged to make use of the Internet as part of their official and professional activities. Attention must be paid to ensuring that published information has relevance to normal professional activities before material is released in the Council's name. Where personal views are expressed a disclaimer stating that this is the case should be clearly added to all correspondence. The intellectual property right and copyright must not be compromised when publishing on the Internet. The availability and variety of information on the Internet has meant that it can be used to obtain material reasonably considered to be offensive. The use of the Internet to access and/or distribute any kind of offensive material, or material that is not work-related, leaves an individual liable to disciplinary action which could lead to dismissal.

### **3. E-mail**

The use of the E-mail system is encouraged as its appropriate use facilitates efficiency. Used correctly it is a facility that is of assistance to employees. Inappropriate use however causes many problems including distractions, time wasting and legal claims. The procedure sets out the Council's position on the correct use of the E-mail system.

### **4. Procedures - Authorised Use**

- a. Unauthorised or inappropriate use of the E-mail system may result in disciplinary action which could include summary dismissal.
- b. The E-mail system is available for communication and matters directly concerned with the legitimate business of the Council. Employees using the E-mail system should give particular attention to the following points:

- i) all comply with Council communication standards;
  - ii) E-mail messages and copies should only be sent to those for whom they are particularly relevant;
  - iii) E-mail should not be used as a substitute for face-to-face communication or telephone contact. Flame mails (i.e. E-mails that are abusive) must not be sent. Hasty messages sent without proper consideration can cause upset, concern or misunderstanding;
  - iv) personal use of email and internet is permitted provided this is not excessive or interferes with the Council's work;
  - v) if E-mail is confidential the user must ensure that the necessary steps are taken to protect confidentiality. The Council will be liable for infringing copyright or any defamatory information that is circulated either within the Council or to external users of the system; and
  - vi) offers or contracts transmitted by E-mail are as legally binding on the Council as those sent on paper.
- c. The Council will not tolerate the use of the E-mail system for unofficial or inappropriate purposes, including:
- i) any messages that could constitute bullying, harassment or other detriment;
  - ii) personal use (e.g. social invitations, personal messages, jokes, cartoons, chain letters or other private matters);
  - iii) on-line gambling;
  - iv) accessing or transmitting pornography;
  - v) transmitting copyright information and/or any software available to the user; or
  - vi) posting confidential information about other employees, the Council or its customers or suppliers.

## **SOCIAL NETWORKING SITES**

### **Council Equipment**

Use of the internet (especially chat rooms and community sites such as Facebook) slows the system and encourages accidental downloading of viruses.

Employees are prohibited from using social networking website such as Facebook or instant messaging services on Council computers or during working hours other than for business purposes.

Employees are prohibited from downloading or saving music on the Council's computer systems other than for business purposes.

Access to certain web-sites may be blocked, including the common social networking sites (Facebook etc) and dating web-sites.

Your business email address should not normally be used:

- to register an account on any website being used for personal reasons, or to receive communications from such websites e.g. Social networking sites such as Facebook and eBay or similar sites, message boards or any blog sites;

- to receive communications relating to any personal businesses or income generating ventures, such as property letting;
- to subscribe to regular update emails for social activities such as cinema or theatre listings or other non-business purposes.

Employees should not under any circumstances use our systems to participate in any internet chat room, “twitter” system, any on-line auction website, post messages on any internet message board or set up or log text or information on a blog or wiki, even in their own time.

### **Personal Equipment**

If you use social networking sites at home or outside of work any comments you make may still have an impact on your work and your colleagues. Please note that you may still be subject to the Council’s Disciplinary Procedures if you make any defamatory, inappropriate and/or offensive comments about the Council, its members or your colleagues when on line.

Please ensure therefore that you do not use systems like Facebook or Twitter to:

- gossip about colleagues in relation to work issues
- gossip or complain about management or management policies
- give out any information in relation to your workplace
- directly communicate with or harass a colleague in relation to an issue of dispute

Such comments are capable of amounting to gross misconduct and may therefore result in the termination of your employment.

### **I) BEHAVIOUR AT WORK**

1. You should behave with civility towards fellow employees, and no rudeness will be permitted towards members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
2. You should use your best endeavours to promote the interests of the Council and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
3. All reasonable instructions from your Manager are to be carried out.

### **J) BEHAVIOUR OUTSIDE OF WORK**

The Council demands employees of the highest integrity we have the right to expect you to maintain these standards outside of working hours.

Activities that result in adverse publicity to ourselves, or which cause us to lose faith in your integrity, may give us grounds for your dismissal.

### **K) PERSONAL INTERESTS**

Employees must declare to the council, the Town Clerk any financial interests, which could conflict with the council's interests. Employees should also declare membership of any organisation not open to the public without formal membership and commitment of allegiance and which has secrecy about rules or membership of conduct.

## **L) CORRUPTION**

Employees must be aware that it is a serious criminal offence for them corruptly to receive or give any gift, loan, fee, reward, or advantage for doing or not doing anything or showing favour, or disfavour, to any person in their official capacity. If an allegation is made it is for the employee to demonstrate that any such rewards have not been corruptly obtained and such allegations, if proven, will render the employee liable to disciplinary action, not precluding dismissal.

## **M) HOSPITALITY**

Employees should only accept offers of hospitality if there is a genuine need to impart information or represent the local council in the community. Offers to attend purely social or sporting functions should only be accepted when these are part of the life of the community or where the authority should be seen to be represented. All such instances should be authorised and recorded.

When hospitality has to be declined, those making the offer should be courteously but firmly informed of the procedures and standards operating within the council. Employees should not accept significant personal gifts from contractors and outside suppliers, however you may keep items of token value (no more than £25.00).

Acceptance by employees of hospitality through attendance at relevant conferences and courses is acceptable where it is clear that the hospitality is corporate rather than personal, where the council gives consent to attendance in advance and where purchasing decisions are not compromised. Where visits to inspect equipment, etc. are required, employees should ensure that the council meet the cost of such visits to avoid jeopardising the integrity of subsequent purchasing decisions.

## **N) SPONSORSHIP — GIVING AND RECEIVING**

Where an outside organisation wishes to sponsor or is seeking to sponsor a council activity, (whether by invitation, tender, negotiation or voluntarily) the basic conventions concerning acceptance of gifts or hospitality apply. Particular care must be taken when dealing with contractors or potential contractors.

Where the council wishes to sponsor an event or service, neither an employee or any partner spouse or relative, must benefit from such sponsorship in a direct way, without there being full disclosure to the Town Clerk. Similarly, where the council, through sponsorship, grants, aid or any other means, gives support in the community, employees should ensure that impartial advice is given and that there is no conflict of interest involved.

## **O) ANTI-BRIBERY STATEMENT**

The Council is committed to applying the highest standards of ethical conduct and integrity to its business activities in the UK and overseas. When acting on behalf of the Council you are responsible for maintaining the Council's reputation and for conducting business honestly and professionally.

The integrity and reputation of the Council depends on the honesty, fairness and integrity brought to the job by everyone associated with the Council.

The Council will not tolerate any form of bribery, whether direct or indirect, by, or of, its employees, officers, agents or consultants or any persons or companies acting for it or on its behalf.

The Councillors and senior management are committed to implementing and enforcing effective systems throughout the Council to prevent, monitor and eliminate bribery, in accordance with its obligations under the Bribery Act 2010.

The Council's Anti-Bribery procedures apply to all employees, as well as agency workers, consultants and contractors both in the UK and overseas.

All employees and any other individuals acting on behalf of the Council are required to familiarise themselves with and comply with the Council's Anti-Bribery Procedures.

A bribe is defined as a financial advantage or other reward that is offered to, promised to, given to, or received by an individual or Council to induce or influence that individual or Council to perform its public or corporate functions or duties in an improper manner (i.e. not in good faith, not impartially, or not in accordance with a position of trust).

All employees and any other person acting on behalf of the Council are prohibited from offering, giving, soliciting or accepting any bribe, whether cash or other form of inducement to or from any person or Council in order to gain any commercial, contractual or regulatory advantage for the Council in a way which is unethical or in order to gain any personal advantage, monetary or otherwise, for themselves or anyone connected with them.

The Council will continue to provide bona fide hospitality to clients and incur promotional expenditure. However, all such expenditure must be transparent, proportionate, reasonable and authorised in advance, in accordance with the Council's anti-bribery procedures.

In the course of providing services to people, or in dealings with suppliers, or any other person having similar connections to the Council, employees should under no circumstances accept money, gifts or other forms of reward with a value exceeding £25 without prior consent from the Town Clerk. All such reported gifts shall be recorded.

Inevitably, decisions as to what is acceptable may not always be easy. If anyone is in doubt as to whether a potential act constitutes bribery, the matter should be referred to your line manager or (if the allegation involves your line manager the Town Clerk) before proceeding.

Any breach of the Council's Anti-Bribery procedures will normally be treated as Gross Misconduct.

Employees should also note that bribery is a criminal offence.

The Council will not conduct business with third parties including clients, suppliers, agents or representatives who are not prepared to support its anti-bribery objectives.

The Council depends on all employees, and those acting for the organisation, to assist in the prevention of bribery. Therefore, all employees and others acting for, or on behalf of, the Council are expected to report any suspected bribery to the Council following the Council's Anti-Bribery procedures.

All employees will receive the support of the Council if they report of suspected bribery in good faith even if, following an investigation, it is found that no bribery took place.

## **STANDARDS**

### **A) WASTAGE**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc. The following points are illustrations of this:
  - a handle machines, equipment and stock with care;
  - b. turn off any unnecessary lighting and heating. Keep external doors closed whenever possible;
  - c. ask for other work if your job has come to a standstill; and
  - d. start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
  - a. any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement; and
  - b. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to us the full or part of the cost of the loss.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### **B) STANDARDS OF DRESS**

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

### **C) HOUSEKEEPING**

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

## **HEALTH, SAFETY, WELFARE AND HYGIENE**

### **A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action that could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found in the office.

### **B) REFRESHMENT MAKING FACILITIES**

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

### **C) RESTROOM**

We provide a rest room in the work shop for your use, which must be kept clean and tidy at all times.

### **D) SMOKING POLICY**

Smoking is not permitted in any of our buildings or vehicles. This policy must be observed at all times.

### **E) ALCOHOL & DRUGS POLICY**

You must not drink alcohol on the Council's premises or the premises of its customers or clients other than when authorised.

Any employee who is found consuming alcohol on the Council's premises or the premises of its customers and clients, without permission, or is found to be intoxicated at work will normally face disciplinary action on the ground of gross misconduct under the Council's disciplinary procedure.

You must not drink alcohol during working hours including during lunch breaks except when authorised.

Reporting for work when unfit due to the influence of alcohol, drugs (whether illegal or not) or substance abuse is also forbidden and may be regarded as a gross misconduct offence. Whether you are unfit for work is a decision to be made by management.

The possession, use or distribution of drugs for non-medical purposes on the Council's premises is strictly forbidden and a gross misconduct offence.

If you are prescribed drugs by your doctor which may affect your ability to perform your work you should discuss the problem with the Town Clerk.



If the Council suspects there has been a breach of this policy or your work performance or conduct has been impaired through substance abuse, the Council reserves the right to require you to undergo a medical examination to determine the cause of the problem.

If you refuse to undergo a medical examination in such circumstances your refusal may raise inferences and/or amount to a failure to follow a reasonable management request which could result in disciplinary action and/or your dismissal.

If, having undergone a medical examination, it is confirmed that you have been positively tested for an illegal drug or have a problem with alcohol or drugs, or you admit there is a problem, the Council reserves the right to suspend you from your employment to allow the Council to decide whether to deal with the matter under the terms of the Council's disciplinary procedure and/or to require you to undergo treatment and rehabilitation.

If you do not follow any agreed/recommended course of treatment or if it is ineffective, lapses in your performance, conduct or attendance will be dealt with in accordance with our normal procedures, as appropriate.

The Council reserves the right to screen you for alcohol using a standard breathalyser if a Manager believes that you are under the influence of alcohol.

The Council reserves the right to inform the police of any suspicions it may have with regard to the use of controlled drugs by its employees on the Council's premises.

## **F) HYGIENE**

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

## **GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES**

### **A) CHANGES IN PERSONAL DETAILS**

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

### **B) OTHER EMPLOYMENT**

The Council has a duty of care towards your welfare. If you propose taking up employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your immediate Manager in order to establish the likely impact of these activities on both yourself and the Council. You will be asked to give full details of the proposal and consideration will be given to:

- Working hours
- Competition, reputation and credibility
- Health, safety and welfare

You will be notified in writing of the Council's decision. The Council may refuse to consent to your request. If you work without consent this could result in the termination of your employment.

If you are unhappy with the decision you may appeal using the Grievance Procedure.

### **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of the Town Clerk or your line manager.

### **D) SPECIAL LEAVE**

You may be granted up to five days Special Leave on compassionate grounds (close family bereavement / illness etc) Such leave will be entirely at the discretion of the Town Clerk.

### **E) TRAVEL EXPENSES**

We will reimburse you for any reasonable expenses incurred whilst travelling on our business. The rules relating to travelling expenses will be issued separately. You must provide receipts for any expenditure.

### **F) EMPLOYEES' PROPERTY**

We do not accept liability for any loss of, or damage to, property that you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

## **G) LOST PROPERTY**

Articles of lost property should be handed to your Line Manager who will retain them whilst attempts are made to discover the owner.

## **H) PARKING**

To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

## **I) MAIL**

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

## **J) TELEPHONE CALLS/ MOBILE PHONES**

Telephones are essential for our business. Personal Telephone calls should be kept to an absolute minimum. Personal mobile phones should be switched to silent when you are working in the office.

## **K) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises or during your working hours without consent.

## **L) FRIENDS AND RELATIVES CONTACT**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

## **M) CLIENT RELATIONS**

We provide specialist services to other councils and local organisations and you are employed to do work on behalf of them, sometimes on their own premises. Due to this relationship our clients may from time to time request that an individual be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests and if necessary remove the employee from the situation. This procedure is separate from any concurrent disciplinary matter which may need to be addressed.

## **N) DRIVING LICENCE**

If it is a requirement of your job duties that you possess a current driving licence, the loss of such a licence as a result of a motoring conviction or on health grounds, may, if we are unable to provide suitable alternative employment, lead to the termination of your employment.

## **O) PERSONAL CAR USE**

If you are using your own car for business purposes, you must ensure that your car insurance provides adequate cover. The Council will re-imburse you for the difference

between the cost of the ordinary social, domestic and pleasure cover and that required by the insurer for business purposes.

You are required to produce your driving licence for our inspection at any time when so requested, and your tax/M.O.T./insurance will need to be checked by the Council at least once a year.

## **WHISTLEBLOWING/MAKING A PROTECTED DISCLOSURE**

### **A) INTRODUCTION**

1. Under certain circumstances, employees have legal protection if they make disclosures about organisations for whom they work. These employees are commonly referred to as 'whistle blowers' and their activities have often received wide publicity in the media.
2. An employee who believed, for example, that organisations were disposing of toxic waste illegally may have 'blown the whistle' directly to the press or television, perhaps because of concern for the environment, a belief that the organisation would attempt a 'cover-up' if asked to stop, or for financial gain.
3. Employees, who blew the whistle on organisations, were often treated detrimentally by them or their engagements were terminated. This discouraged employees from whistle blowing even where such action would be for the good of the public. The legislation is designed to protect employees from suffering any detriment or termination of engagement for whistle blowing.

### **B) QUALIFYING DISCLOSURES**

1. Certain disclosures are prescribed by law as 'qualifying disclosures'. Disclosures are qualifying disclosures where it can be shown that the Council commits a 'relevant failure' by:
  - a. committing a criminal offence;
  - b. failing to comply with a legal obligation;
  - c. a miscarriage of justice;
  - d. endangering the health and safety of an individual;
  - e. environmental damage; or
  - f. concealing any information relating to the above.
2. These acts can be in the past, present or future, so that, for example, a disclosure qualifies if it relates to environmental damage that has happened, is happening, or is likely to happen.

### **C) THE PROCEDURE**

1. In the first instance we ask that you report any concerns you may have to the Town Clerk who will treat the matter with complete confidence. If you are not satisfied with the explanation or reason given to you, you could contact Public Concern at Work for further impartial assistance,
2. If you do not think it is possible to report your concerns to the Town Clerk you may take them direct to the appropriate organisation or body e.g. the Police, the Environment Agency, Health and Safety Executive or Social Services Department.

**D) GENERAL NOTES**

1. The Public Interest Disclosure Act 1998 prevents you from suffering a detriment or having your contract terminated for 'whistle blowing' and we take very seriously any concerns which you may raise under this legislation.
2. We encourage you to use the procedure if you are concerned about any wrong doing at work. However, if the procedure has not been invoked in the public interest (e.g. for false or malicious reasons or in pursuit of a personal grudge), then it may make you liable to a disciplinary.

## **CAPABILITY AND CAPABILITY DISMISSAL PROCEDURES**

### **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

### **B) JOB CHANGES**

1. If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will be discussed in an informal manner and you will be given time to improve.
2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.
3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.
4. If such improvement is not forthcoming after an agreed period of time, you will be dismissed with the appropriate notice.

### **C) PERSONAL CIRCUMSTANCES**

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.
2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level. This may again mean asking your own doctor for a medical report or by making whatever investigations are appropriate in the circumstances. When we have obtained as much information as possible regarding your condition, and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

#### **D) SHORT SERVICE STAFF**

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service (less than 2 years service), you may not be in receipt of any warnings before dismissal but you will usually retain the right to a hearing and you will have the right to appeal.



## **DISCIPLINARY AND DISCIPLINARY DIMISSAL PROCEDURES**

### **A) INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be seen as a means of punishment.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:
  - a. the correct procedure is used when inviting you to a disciplinary hearing;
  - b. you are fully aware of the standards of performance, action and behaviour required of you;
  - c. disciplinary action, where necessary, is taken within a reasonable timescale and in a fair, uniform and consistent manner;
  - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind;
  - e. other than for an “off the record” informal reprimand or during initial investigations, you have the right to be accompanied by a fellow employee or trade union representative, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process;
  - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct; and
  - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **B) DISCIPLINARY RULES**

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

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

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

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

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

**C) SERIOUS MISCONDUCT**

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written warning in the first instance.
2. You may receive a final written warning as the first course of action, if, in an alleged gross misconduct disciplinary matter, upon investigation, there is shown to be some level of mitigation resulting in it being treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**

Occurrences of gross misconduct are very rare because the penalty is dismissal without notice and this can be without any previous warning being issued. It is not possible to provide an exhaustive list of examples of gross misconduct. However, any behaviour or negligence resulting in a fundamental breach of contractual terms that irrevocably destroys the trust and confidence necessary to continue the employment relationship will constitute gross misconduct. Examples of offences that will normally be deemed as gross misconduct include serious instances of:

- a. theft or fraud;
- b. physical violence or bullying;
- c. deliberate damage to property;
- d. deliberate acts of unlawful discrimination or harassment;
- e. possession, or being under the influence, of illegal drugs at work; and
- f. breach of health and safety rules that endangers the lives of, or may cause serious injury to, employees or any other person.

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

**F) DISCIPLINARY PROCEDURE**

1. Disciplinary action taken against you will generally be based on the following procedure:

<b>OFFENCE</b>	<b>FIRST OCCASION</b>	<b>SECOND OCCASION</b>	<b>THIRD OCCASION</b>
<b>UNSATISFACTORY CONDUCT</b>	Written warning	Final Written warning	Dismissal
<b>MISCONDUCT</b>	Written warning	Final written warning	Dismissal
<b>SERIOUS MISCONDUCT</b>	Final written warning	Dismissal	
<b>GROSS MISCONDUCT</b>	Dismissal		

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.
3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a written warning, final written warning, or dismissal, and full details will be given to you.
4. In all cases warnings will be issued for misconduct, irrespective of the precise mailers concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

## **G) DISCIPLINARY AUTHORITY**

The operation of the disciplinary procedure contained, in the previous section, is based on the following authority for the various levels of disciplinary action. However, the list does not prevent a higher level of seniority progressing any action at whatever stage of the disciplinary process.

### **PERSON AUTHORISED TO TAKE DISCIPLINARY ACTION IN THE CASE OF:**

	<b>TOWN CLERK</b>	<b>OTHER EMPLOYEES</b>
Written warning	Personnel Sub Committee	The Town Clerk
Final written warning	Personnel Sub Committee	The Town Clerk
Dismissal	The Council	Personnel Sub Committee

## **H) PERIOD OF WARNINGS**

### 1. Written warning

A written warning will normally be disregarded after a twelve month period.

### 2. Final written warning

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

## **I) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.
2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.
3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.
5. The employer reserves the right to dispense with or shorten this process if you have less than 2 years service.

## **CAPABILITY/ DISCIPLINARY APPEAL PROCEDURE**

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. An appeal against a formal warning or dismissal should give details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. The appeal procedure will normally be conducted by the Appeal Committee whose members will usually not have been previously connected with the process so that an independent decision into the severity and appropriateness of the action taken can be made.
5. If you are appealing on the grounds that you have not committed the offence then your appeal may take the form of a complete re-hearing and reappraisal of all matters so that the Appeal Committee who conducts the appeal can make an independent decision before deciding to grant or refuse the appeal.
6. You may be accompanied at any stage of the appeal hearing by a fellow employee of your choice or trade union representative, who may act as a witness or speak on your behalf. The result of the appeal will be made known to you in writing as soon as possible, which we aim to be within five working days after the hearing.

## GENERAL DISMISSAL AND APPEAL PROCEDURES

Investigatory meeting and initial investigations during which there is no right to be accompanied. If there is found to be a case to answer:

*Step 1: Statement of grounds for action and invitation to meeting.*

- Your alleged conduct or characteristics, or other circumstances, which lead us to contemplate dismissing or taking disciplinary action against you, will be set out in writing.
- This statement, or a copy of it, will be sent to you and you will be invited to attend a meeting to discuss the matter.

*Step 2: Meeting.*

- The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension.
- The meeting will not take place unless:
  - (a) you have been informed what the basis was for including in the statement, under Step 1, the ground or grounds in it; and
  - (b) you have had a reasonable opportunity to consider your response to that information.
- You must take all reasonable steps to attend the meeting.
- After the meeting, you will be informed of the decision and notified of the right to appeal against the decision if you are not satisfied with it.

*Step 3: Appeal*

- If you wish to appeal, you must inform us in writing of your grounds for appeal.
- If you inform us of your wish to appeal, you will be invited to attend a further meeting.
- You must take all reasonable steps to attend the meeting.
- The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- After the appeal meeting you will be informed of the final decision.

General Requirements:

The following requirements will be adhered to in respect of the above procedures (so far as applicable):

- Each step and action under the procedure will be taken without unreasonable delay.
- Timing and location of meetings will be reasonable.
- Meetings will be conducted in a manner that enables both parties to explain their cases.

- In the case of appeal meetings, which are not the first meeting, we will, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

The employer reserves the right to dispense with or shorten this process if you have less than 2 years service.



## **GRIEVANCE PROCEDURE**

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee or trade union representative who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform the Town Clerk within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the Council will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

## **PERSONAL HARASSMENT POLICY AND PROCEDURE**

Harassment pollutes the working environment and can have a devastating effect on the health, confidence, morale and performance of those affected by it. It may also have a damaging effect on other employees not themselves the object of unwanted behaviour who are witness to it or who have knowledge of the behaviour. All employees are entitled to a working environment which respects their personal dignity and which is free from such objectionable conduct. Harassment is a disciplinary offence and it will normally be treated as gross misconduct.

Harassment is either:

- Unwanted conduct which affects the dignity of men or women at work; or
- Bullying of a colleague by intimidatory behaviour; or
- Unfavourable conduct at work, whether verbal or non-verbal, towards someone which could affect his/her dignity at work.

A single incident can amount to harassment if sufficiently grave.

Examples of harassment include:

- jokes and pranks of a racial nature.
- Lewd comments about appearance.
- Unnecessary physical contact.
- Displays of sexually offensive material, e.g. pin-ups.
- Requests for sexual favours.
- Speculation about a person's private life and or sexual activities.
- Threatened or actual violence.
- unreasonable and unjustifiable threat of dismissal, loss of promotion, etc.
- jokes about a person being either too old or too young to do a job properly.

Bullying is defined as any form of physical or verbal attack and/or threat of such, or the abuse of position, in order to attack or undermine the confidence or ability of another, or to place another employee under unreasonable pressure or subjecting another to detrimental treatment, by either act or omission.

You may complain of behaviour that you find offensive even if it is not directed at you personally and you do not personally possess the relevant Protected Characteristic.

You are also protected from harassment related to Discrimination by Perception and Associative Discrimination as defined in the Equal Opportunities Policy below.

Where harassment arises from people not directly employed by the Council eg. customers or clients, such complaints will be taken seriously and may be pursued with the third party concerned, exercising whatever sanctions are available.

### **COMPLAINING ABOUT PERSONAL HARASSMENT**

#### **1. Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your

choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be the Town Clerk, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

## 2. Formal complaint

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

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

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

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

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

**E) GENERAL NOTES**

1. If the report concludes that the allegation is well founded, the harasser may be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.
2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is untrue or has been brought with malicious intent disciplinary action will be taken against you.

## EQUAL OPPORTUNITIES POLICY

The Council is an equal opportunity employer. We are committed to ensuring within the framework of the law that our workplaces are free from unlawful or unfair discrimination because of Protected Characteristics as defined by the Equality Act 2010. We have adopted this policy as a means of helping to achieve these aims.

The Protected Characteristics are –

- Age
- Disability
- Gender Reassignment
- Race
- Religion or Belief
- Sex
- Sexual Orientation
- Marriage and Civil Partnership
- Pregnancy and Maternity

We aim to ensure that our employees achieve their full potential and that all employment decisions are taken without reference to irrelevant or discriminatory criteria.

### **What is unlawful discrimination?**

**Direct discrimination** – when someone is treated less favourably than another person because of a Protected Characteristic.

**Associative discrimination or discrimination by association** – direct discrimination against someone because they associate with another person who possesses a Protected Characteristic.

**Discrimination by perception** – direct discrimination against someone because it is thought that they possess a particular Protected Characteristic even if they do not actually possess it.

**Indirect discrimination** - occurs where an individual's employment is subject to an unjustified provision criterion or practice which e.g. one sex or race or nationality or age group finds more difficult to meet, although on the face of it the provision, criterion or practice is 'neutral'.

**Harassment** – unwanted conduct related to a relevant Protected Characteristic which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual. You may complain of such offensive behaviour even if it is not directed towards you personally.

**Harassment by a third party** – harassment of employees by third parties such as customers or clients.

**Victimisation** – when an employee is treated less favourably because they have made or supported a complaint or raised a grievance about unlawful discrimination or are suspected of doing so.

## **Commitment**

We are committed to ensuring that all of our employees and applicants for employment are protected from unlawful discrimination in employment.

Recruitment and employment decisions will be made on the basis of fair and objective criteria.

Person and job specifications will be limited to those requirements which are necessary for the effective performance of the job.

Interviews will be conducted on an objective basis and personal or home commitments will not form the basis of employment decisions except where necessary and relevant.

All employees have a right to equality of opportunity and a duty to implement this policy. Discrimination is a serious disciplinary matter which will normally be treated as gross misconduct.

Anyone who believes that he or she may have been disadvantaged on discriminatory grounds should raise the matter through the Council's grievance procedure.

## **TERMINATION OF EMPLOYMENT**

### **A) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

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

### **B) RETURN OF OUR PROPERTY**

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

### **C) GARDEN LEAVE**

Upon either party giving notice of termination of employment, the Council may, at any time and for any period, require you to cease performing your job and/or prohibit you from entering any of our premises. During such period of garden leave, we will continue to pay your wage/salary and provide all benefits (or an allowance in lieu thereof) that form part of your contract of employment.

## **DATA PROTECTION POLICY/GDPR**

### **1. PRIVACY STATEMENT**

- 1.1 Royal Wootton Bassett Town Council (“we”/“us”/“our” etc) is committed to protecting the privacy of your personal data collected in the course of your work with us. This HR Data Protection Policy does not form part of your contract with us and we may amend it at any time.
- 1.2 Our Data Protection Manager is Johnathan Bourne and can be contacted at [Johnathan@royalwoottonbasset.gov.uk](mailto:Johnathan@royalwoottonbasset.gov.uk).
- 1.3 We will always comply with relevant data protection legislation (including the Data Protection Act 1998 (“DPA”) and General Data Protection Regulation (“GDPR”) as applicable) when dealing with your personal data. Further details on the DPA and GDPR can be found at the Information Commissioner’s Office website ([www.ico.gov.uk](http://www.ico.gov.uk)). For the purposes of data protection legislation, we will be the “controller” or “data controller” of all personal data held in respect of this Policy.

### **2. DATA PROCESSING**

- 2.1 In this Policy we use certain terms from the relevant data protection legislation;
  - (a) “data subject” i.e. anyone who can be identified from personal data;
  - (b) “controller/data controller” i.e. a business which holds personal data and decides how it should be processed;
  - (c) “processor/data processor” i.e. a business which holds personal data on behalf of a controller and processes it in accordance with the controller’s instructions;
  - (d) “personal data” i.e. recorded information we hold about you from which you can be identified. It may include contact details, other personal information, photographs, expressions of opinion about you or indications as to our intentions about you;
  - (e) “special categories of personal data” i.e. relating to your racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, health, sex life or sexual orientation;
  - (f) “processing” i.e. doing anything with personal data including collecting, using, storing, accessing, disclosing and destroying it.
- 2.2 We will process your personal data in accordance with the following principles:
  - (a) all personal data must be processed lawfully, fairly and in a transparent manner;
  - (b) all personal data must be collected for one or more specified, explicit and legitimate purposes and not processed in a manner incompatible with those purposes;



- (c) all personal data shall be restricted to what is adequate, relevant and limited for those purposes;
- (d) all personal data shall be kept accurate and up to date (and reasonable steps must be taken to erase or rectify inaccurate personal data);
- (e) all personal data must be kept for no longer than is necessary for those purposes;
- (f) all personal data must be protected by appropriate technical and organisational security measures to prevent unauthorised or unlawful processing and accidental loss, destruction or damage.

### 3. **YOUR PERSONAL DATA**

3.1 We may process your personal data where necessary for legal, personnel, administrative and management purposes in order to:

- (a) deal with applications for positions with us (even if unsuccessful);
- (b) deal with contracts with employees;
- (c) deal with contracts with agency workers, contractors, consultants etc;
- (d) deal with arrangements with volunteers, interns and those on work experience;
- (e) perform (or take preliminary steps prior to) any contract to which a data subject is a party;
- (f) exercise our legitimate business interests;
- (g) comply with our legal obligations;
- (h) carry out other functions with your specific consent; or
- (i) as otherwise permitted by relevant data protection legislation.

3.2 In addition, we will only process special categories of personal data where:

- (a) we have your explicit consent;
- (b) it is necessary and permitted in relation to your employment (or respective situation if not employed) e.g. in order to monitor sick leave and take decisions as to your fitness for work, or to monitor compliance with equal opportunities and other legislation;
- (c) you have made the personal data in question manifestly public;
- (d) it is necessary in connection with legal claims or court action; or
- (e) as otherwise permitted by relevant data protection legislation.

- 3.3 We will only process your personal data to the extent that it is necessary for the purposes specified in this Policy (or otherwise notified to you) and we will keep the personal data we store about you accurate and up to date. Where it is inaccurate or out of date, it will be destroyed - please let us know if your personal details change or if you become aware of any inaccuracies in the personal data we hold about you.
- 3.4 We will not keep your personal data for longer than is necessary for the purposes specified in this Policy (or otherwise notified to you). Where it is no longer required, it will be pseudonymised, anonymised, destroyed or erased as appropriate.
- 3.5 We will never sell your personal data or make it available to any third parties without your prior consent (which you are free to withhold) except where:
- (a) we use a processor, in which case we will ensure that the processor complies with this Policy and all relevant data protection legislation;
  - (b) we are required to do so by law;
  - (c) we sell any part of our business or assets (in which case we may disclose your personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests).
- 3.6 We have implemented generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you promptly in the event of any breach of your personal data which might expose you to serious risk.
- 3.7 We reserve the right to amend this Policy from time to time without prior notice. You are advised to check the Site regularly for any amendments (but NB amendments will not be made retrospectively).
- 3.8 We will not transfer your personal data outside the EEA/EU without your consent.

#### 4. **YOUR RIGHTS**

- 4.1 You have the following rights under the in respect of your personal data held by us. Please send all requests in respect of these rights to our Data Protection Manager:
- (a) to access your personal data;
  - (b) to be provided with information about how your personal data is processed (this information is set out in this Policy);
  - (c) to have your personal data corrected where necessary (please contact us promptly should you become aware of any incorrect or out-of-date information);
  - (d) to have your personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the ICO for details);
  - (e) to object to or restrict how your personal data is processed;

- (f) to have your personal data transferred to yourself or to another business.
- 4.2 If you consider that we have not complied with this Policy or the relevant data protection legislation in respect of your personal data or someone else's, you should raise the matter with your line manager or our Data Protection Manager. Any such breach will be taken seriously, will be dealt with in accordance with the relevant data protection legislation and may result in disciplinary action.
- 4.3 You have the right to take any complaints about how we process your personal data to the Information Commissioner:
- Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire SK9 5AF
- <https://ico.org.uk/concerns/>
- 0303 123 1113.
- 4.4 For more details, please consult the relevant data protection legislation or address any questions, comments and requests regarding our data processing practices to our Data Protection Manager.

## **IT COMMUNICATIONS & MONITORING POLICY**

### **1. ABOUT THIS POLICY**

- 1.1 Our IT and communications systems are intended to promote effective communication and working practices. This policy outlines the standards you must observe when using these systems, when we will monitor their use, and the action we will take if you breach these standards.
- 1.2 The Town Clerk or an appropriate person appointed by the Town Clerk has overall responsibility for this policy, including keeping it under review.
- 1.3 Breach of this policy may be dealt with under our Disciplinary Procedure and, in serious cases, may be treated as gross misconduct leading to summary dismissal.
- 1.4 This policy does not form part of any employee's contract of employment and we may amend it at any time.

### **2. EQUIPMENT SECURITY AND PASSWORDS**

- 2.1 You are responsible for the security of the equipment allocated to or used by you, and you must not allow it to be used by anyone other than in accordance with this policy. You should use passwords on all IT equipment, particularly items that you take out of the office. You should keep your passwords confidential and change them regularly.
- 2.2 You must only log on to our systems using your own username and password. You must not use another person's username and password or allow anyone else to log on using your username and password.
- 2.3 If you are away from your desk you should log out or lock your computer. You must log out and shut down your computer at the end of each working day.

### **3. SYSTEMS AND DATA SECURITY**

- 3.1 You should not delete, destroy or modify existing systems, programs, information or data (except as authorised in the proper performance of your duties).
- 3.2 You must not download or install software from external sources without authorisation from the Town Clerk or an appropriate person appointed by the Town Clerk. Downloading unauthorised software may interfere with our systems and may introduce viruses or other malware.
- 3.3 You must not attach any device or equipment including mobile phones, tablet computers or USB storage devices to our systems without authorisation from the Town Clerk or an appropriate person appointed by the Town Clerk.
- 3.4 We monitor all emails passing through our system for viruses. You should exercise particular caution when opening unsolicited emails from unknown sources. If an email looks suspicious do not reply to it, open any attachments or click any links in it.
- 3.5 Inform the Town Clerk or an appropriate person appointed by the Town Clerk immediately if you suspect your computer may have a virus .

## **4. EMAIL**

- 4.1 Adopt a professional tone and observe appropriate etiquette when communicating with third parties by email. You should also include our standard email signature and disclaimer.
- 4.2 Remember that emails can be used in legal proceedings and that even deleted emails may remain on the system and be capable of being retrieved.
- 4.3 You must not send abusive, obscene, discriminatory, racist, harassing, derogatory, defamatory, pornographic or otherwise inappropriate emails.
- 4.4 You should not:
  - (a) Send, forward or read private emails at work which you would not want a third party to read.
  - (b) Send or forward chain mail, junk mail, cartoons, jokes or gossip.
  - (c) Contribute to system congestion by sending trivial messages or unnecessarily copying or forwarding emails to others who do not have a real need to receive them.
  - (d) Send messages from another person's email address (unless authorised) or under an assumed name.
- 4.5 Do not use your own personal email account to send or receive email for the purposes of our business. Only use the email account we have provided for you.

## **5. USING THE INTERNET**

- 5.1 Internet access is provided for business purposes. Occasional personal use may be permitted as set out in paragraph 6
- 5.2 You should not access any web page or download any image or other file from the internet which could be regarded as illegal, offensive, discriminatory, in bad taste or immoral. Even web content that is legal in the UK may be in sufficient bad taste to fall within this prohibition. As a general rule, if any person (whether intended to view the page or not) might be offended by the contents of a page, or if the fact that our software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.
- 5.3 We may block or restrict access to some websites at our discretion.

## **6. PERSONAL USE OF OUR SYSTEMS**

- 6.1 We permit the incidental use of our systems to send personal email, browse the internet and make personal telephone calls, subject to certain conditions. Personal use is a privilege and not a right. It must not be overused or abused. We may withdraw permission for it at any time or restrict access at our discretion.
- 6.2 Personal use must meet the following conditions:
  - (a) It must be minimal and take place outside of normal working hours (that is, during your lunch break, and before or after work).
  - (b) Personal emails should be labelled "personal" in the subject header.
  - (c) It must not affect your work or interfere with the business.

- (d) It must not commit us to any marginal costs.
- (e) It must comply with our policies including this policy, the Equal Opportunities Policy, Anti-harassment and Bullying Policy, Data Protection Policy, Disciplinary Rules and Disciplinary Procedure.

## **7. MONITORING**

- 7.1 Our systems enable us to monitor telephone, email, voicemail, internet and other communications. For business reasons, and in order to carry out legal obligations in our role as an employer, your use of our systems including the telephone and computer systems (including any personal use) may be continually monitored by automated software or otherwise.
- 7.2 We reserve the right to retrieve the contents of email messages or to check internet usage (including pages visited and searches made) as reasonably necessary in the interests of the business, including for the following purposes (this list is not exhaustive):
  - (a) To monitor whether use of the email system or the internet is legitimate and in accordance with this policy.
  - (b) To find lost messages or to retrieve messages lost due to computer failure.
  - (c) To assist in the investigation of alleged wrongdoing.
  - (d) To comply with any legal obligation.

## **8. PROHIBITED USE OF OUR SYSTEMS**

- 8.1 Misuse or excessive personal use of our telephone or email system or inappropriate internet use will be dealt with under our Disciplinary Procedure. Misuse of the internet can in some cases be a criminal offence.
- 8.2 Creating, viewing, accessing, transmitting or downloading any of the following material will usually amount to gross misconduct (this list is not exhaustive):
  - (a) Pornographic material (that is, writing, pictures, films and video clips of a sexually explicit or arousing nature).
  - (b) Offensive, obscene, or criminal material or material which is liable to cause embarrassment to us or to our clients or customers.
  - (c) A false and defamatory statement about any person or organisation.
  - (d) Material which is discriminatory, offensive, derogatory or may cause embarrassment to others (including material which breaches our Equal Opportunities Policy or our Anti-harassment and Bullying Policy).
  - (e) Confidential information about us, our business, or any of our staff, clients or customers (except as authorised in the proper performance of your duties).
  - (f) Unauthorised software.
  - (g) Any other statement which is likely to create any criminal or civil liability (for you or us).
  - (h) Music or video files or other material in breach of copyright.

Any such action will be treated very seriously and is likely to result in summary dismissal.