



EMPLOYEE HANDBOOK/CONDITIONS OF SERVICE

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1.0 WELCOME

1.1 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 principles of the Equality Act 2010. We will apply employment policies and procedures 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 and procedures to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, 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, ethnic origin, religion/belief, gender, marital status, sexual orientation, gender reassignment, age, disability, pregnancy/maternity or political opinion or affiliation 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.

Please note, this handbook and all of the Council's policies and procedures form part of your contract of employment. **Please see Appendix A for a list of applicable Policies and Procedures.**

1.2 VISION

"A Community to be proud of"

1.3 MISSION STATEMENT

"To achieve high quality services and promote a sense of well-being by making the right choices".

1.4 CORPORATE AIMS

Leighton-Linslade Town Council will provide quality and efficient services by:

1. Consolidating processes and procedures to ensure operational efficiency and a structure which will underpin future service delivery.
2. Promoting and developing a vibrant town through partnership working and initiatives including management of the street market, provision of town and community promotions, town centre enhancements, tourism and practical support for local businesses.
3. Providing great public open spaces, varied opportunities for sport and leisure and to exceed expectations in delivering cemetery and allotment services.

1.5 BELIEFS AND VALUES

In carrying out its principal aims, the Council will be guided by the following principles as well as any other formally adopted corporate values:

Integrity	That it will always act impartially and will adopt a positive approach to resolving issues
Commitment	To consult widely and to listen to ideas, to work together with all sections of the community
Staff Development	To encourage and assist staff to reach their full potential, to promote a culture of continuous improvement
Financial Prudence	The concept of value for money
Community Driven	That it will always act in a responsive way to the needs of the community

2.0 CONDITIONS OF SERVICE

- 2.1 During your employment with the Council your conditions of service will generally be those agreed by the National Joint Council for Local Government Services, set out in the Scheme of Conditions of Service (known as the “Green Book”); also the National Association of Local Council Clerks/Society of Local Council Clerks agreement including rates of pay as amended and supplemented by local provision. Separate divisional and individual arrangements governing your employment contract with the Council are itemised in your Statement of Main Terms of Employment.
- 2.2 During your employment with Leighton-Linslade Town Council, you understand that you will be required to familiarise yourself with and abide by the governing policies and procedures of the organisation. You will have received copies of all relevant policies and procedures and had them explained to you at the commencement of your employment with the Council. If you require further copies at any time you should ask your manager.
- 2.3 Policies and procedures will be reviewed and amended when necessary or to reflect legislative changes. When changes to legislation occur the changes will supersede any existing policy or procedure.

3.0 JOINING THE COUNCIL

3.1 PROBATION

Upon starting work with the Council you will be subject to a 6 month probationary period. See the Council’s Probationary Procedure.

3.2 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. Where significant changes to your job description are required the Council’s Organisational Change Procedure will be followed.

3.3 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.

3.4 TRAINING AGREEMENT

We have a policy of encouraging our employees to undertake training in order to further their career with us. This will include assisting with costs of the training. However, you may be requested to enter into a training agreement whereby, in the event of termination of employment, unless for reasons of redundancy or reasons relating to organisational change, we will seek reimbursement of such costs.

3.5 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. See the Council's Employee Performance Procedure.

3.6 STAFF APPRAISAL SCHEME

We operate an annual Employee Appraisal Procedure (EAP) to enable managers to formally meet with employees on an annual basis to review personal objectives, discuss performance and development needs, celebrate achievements and offer constructive feedback where performance improvement is required.

An Appraisal Form will be completed by the manager as a record of the meeting and kept on the employee's personal file. The manager will give the jobholder a rating score against objectives, key tasks and competencies agreed at the previous appraisal. At the end of the meeting the manager will give the jobholder an overall rating score.

Where performance improvement is required the Line Manager will meet with the employee once a month for three months following the appraisal to review and discuss improvement progress.

If the employee's performance does not improve to the required acceptable standard in three months, they will be progressed to formal performance management through the Council's Employee Performance Procedure.

3.7 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. During staff holiday periods, sickness absence, or for business reasons, 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.

3.8 MOBILITY

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to travel and transfer to any of our other sites. This mobility is essential to the smooth running of our business.

3.9 PERSONAL INFORMATION

Our decision to offer you employment took into account the personal information you provided to us on the basis that it was correct and complete.

In the event of such information proving to be untrue or misleading, we reserve the right to take disciplinary action **in accordance with the Council's Disciplinary procedure.**

4.0 IMPORTANT INFORMATION

4.1 PAYMENTS

1. Salary

Your annual salary is detailed in your individual Statement of Main Terms of Employment. Salaries are in accordance with the NJC Salary Scales.

Salaries will be paid monthly on the 15th day of the month or on the last working day before the 15th by credit transfer and overtime/additional payments are paid one month in arrears.

All overtime must be authorised in writing by the Town Clerk prior to the overtime being worked.

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 e.g. Income Tax, National Insurance, Pension etc.

Any pay queries that you may have, should be raised with your Manager.

2. Increments

Subject to satisfactory performance you will progress automatically through the salary scale by annual increments until you reach the maximum of the scale. Following an annual review, the Council may withhold an increment if it is considered that performance fell below the level expected or may award an additional increment for exemplary performance.

3. Car Allowance/Car Lease

Essential Users – Allowances shall be paid to officers holding a post determined by the Personnel Sub- Committee as attracting Essential User Car Allowance.

Lump Sum – The Town Clerk will be paid an inclusive lump sum allowance to be reviewed on an annual basis by the Personnel Sub- Committee. This allowance will be paid in twelve equal monthly payments with salary.

This lump sum will only apply to journeys within Bedfordshire and the officer may claim the appropriate essential user mileage allowance for necessary journeys outside Bedfordshire.

Casual Users – All employees not in receipt of an Essential Users Car Allowance shall be entitled to claim a casual user's car allowance for all journeys on the Council's business approved by their Line Manager.

Car Lease - A Car Lease Scheme is available to employees nominated by the Personnel Sub-Committee.

4. Travel Expenses

We will reimburse you for any reasonable expenses (travel, vehicle and cycle mileage, accommodation, refreshment subsistence) incurred whilst travelling on our business.

The rules relating to expenses can be ascertained separately. You must provide receipts for any expenditure.

5. First Aid Honorarium

An honorarium of £250 per annum will be paid to those members of staff in possession of an appropriate first aid certificate who are recognised by the Council as being responsible for carrying out first aid duties within their section or building.

6. Fees for Membership of Professional Institutions

The Council will pay 100% of an officer's annual subscription to one professional body, the membership of which, in the opinion of the Town Clerk, is relevant to the officer's work.

7. Overpayments

If you are overpaid for any reason (including resignation or dismissal), 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.

8. 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.

9. Pension

The Council is a member of the Local Government Pension Scheme (LGPS) and the LGPS is administered locally through regional pension funds. Bedfordshire Pension Fund, administered by Bedford Borough Council, is responsible for the pensions of Local Government employees across Bedfordshire. You will be automatically enrolled into this scheme upon commencement of your employment with the Council and you must opt out if you do not wish to be in the scheme. Full details are available separately.

10. Personal Insurance

In the event of death or permanent disablement arising from a violent or criminal assault suffered in the course of employment, then all insurance payments will be made in accordance with the terms detailed within the Green Book Terms and Conditions.

11. Sickness Absence

Any entitlement to sick pay will be set out in your contract of employment, and is subject to notification and certification as detailed in the Council's Sickness Absence Procedure.

Reporting procedures when sick are also outlined within the Sickness Absence Procedure as are the stages the Council will take in supporting you through any period of sickness absence.

4.2 FLEXI-TIME

We operate a flexi-time system for administrative staff which, dependent upon the requirements of the job, you may be able to participate in. The core hours for full time staff are 1000-1200 and 1400-1600 hours.

Flexi leave is not a right and will only be granted where sufficient notice is given, and in accordance with the needs of the service. **Please refer to the Council's Flexi Time Procedure for further guidance.**

4.3 TIMESHEETS

Where required you must complete and submit timesheets as directed in order to ensure that you receive the correct payment.

4.4 FLEXIBLE WORKING

You are entitled to request flexible working conditions in respect of the current statutory provisions.

You should initially approach your Manager with your written request. If management are able to agree your request you will receive a Change of Particulars to your employment contract.

There is no automatic entitlement for your request to be approved and we retain the right to deny an application based upon the operational needs of the business. Any agreed change will be a permanent change.

4.5 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 working, or alternatively, lay off.

If you are placed on short time working, your pay will be reduced according to time actually worked. If you are placed on lay off, you will receive no pay other than statutory guarantee pay.

4.6 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 our business or that of other persons or bodies with whom we have dealings of any sort; and
- c. has not been made public by, or with our authority;

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

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.

4.7 CHANGES IN PERSONAL DETAILS

You must notify us of all changes of personal details including name, address, contact details next of kin and bank details, so that we can maintain accurate information on our records and make contact in an emergency, if necessary, outside normal working hours.

4.8 COMMUNICATIONS

We will try to keep you informed about items of interest by means of our notice board and staff meetings. You should use these to communicate any particular item of business interest to other employees.

4.9 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.

4.10 LOST PROPERTY

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

4.11 LOSS OR DAMAGE TO PERSONAL PROPERTY

A member of staff having suffered loss of, or damage to, personal property should write to the Town Clerk giving details of the loss or damage. Where there is no legal liability on the part of the Council the circumstances of the loss or damage shall be reported to the Policy and Finance Committee who may consider the making of an ex gratia payment based on replacement value, without admission of liability, up to a maximum of £150, in any one case, to members of staff suffering loss or damage to personal possessions in the course of their official duties.

4.12 PARKING

To avoid congestion, all vehicles must be parked only in the designated parking areas. There are limited parking spaces available on our premises. You are required to use the local parking facilities at your own cost if there are no spaces free. No liability is accepted for damage to private vehicles, however it may be caused.

4.13 MAIL

All mail received by us will be opened, including that addressed to employees unless clearly marked as Personal or Private & Confidential e.g. salary and pension statements. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense.

4.14 RETIREMENT GIFTS

All employees who retire, whether reaching retirement age or at early retirement, shall be entitled to a gift to the value of one sixth of a week's pay for each completed year of continuous Local Government service up to a maximum of thirty years.

4.15 INDEMNITY

The Council will indemnify all members of staff against claims made against them for neglect, act, error or omission, when carrying out their duties for the Council.

The indemnity will not apply in cases of fraud, dishonesty or criminal offences or any neglect, error or omission made by employees other than in the course of their duties. Neither will it confer any payment which a court says the member of staff should make.

5.0 ANNUAL LEAVE & TIME OFF

5.1 ANNUAL LEAVE

Your annual holiday entitlement is shown in your individual Statement of Main Terms of Employment (Form SMT).

Upon completion of 5 and 10 years continuous service (on the anniversary of your start date with the Town Council) you will be entitled to additional annual leave.

It is our policy that you take all of your holiday entitlement in the current holiday year (1 April to 31 March). We do not normally permit holidays to be carried forward. If you are entitled to additional annual leave based on your length of service, you must take your additional leave in the current holiday leave year.

In exceptional circumstances, you may carry forward up to five days (or pro rata if you are part-time) to the next holiday year. If you wish to do this, you must apply, in writing, to the Town Clerk by no later than 28 February. However, a minimum of 28 days including bank holidays (or pro rata for part time staff) must already have been taken in that calendar year.

You should make any holiday requests via the online system. You will receive an acknowledgement email that your request has been submitted to your line manager and another to confirm whether your request has been approved. You should give at least four weeks' notice of your intention to take holidays and one week's notice is required for odd single days.

We will allocate agreed holiday dates on a "first come – first served" basis whilst ensuring that operational efficiency and minimum staffing levels are maintained throughout the year.

You may not normally take more than two working weeks consecutively. You can however submit a request for extended annual leave in accordance with the Council's Compassionate & Special Leave Procedure.

Your holiday pay will be at your normal basic pay unless shown otherwise on your Statement of Main Terms of Employment.

If you join the Council from another authority or other qualifying public body, your previous service will be taken into account in calculating your holiday entitlement.

In the event of you falling sick during a holiday period, this will be regarded as sick leave from the dates specified on your self-certification and, if necessary, a G.P. medical certificate (i.e. if sick for more than seven days).

5.2 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.

5.3 UNPAID LEAVE

The Town Clerk may grant unpaid leave not exceeding five days in any leave year. Unpaid leave exceeding five days may be granted by the Town Clerk after consultation with the Chair of the Personnel Sub-Committee.

5.4 COMPASSIONATE AND SPECIAL LEAVE

The Council is committed to supporting employees with compassionate and special leave and the Council's Compassionate and Special Leave Procedure outlines the circumstances, application process and guidance for submitting requests for consideration under this procedure.

5.5 OTHER LEAVE

1. Parental Leave

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with your Manager, 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 business.

2. Medical/Dental Appointments

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 your Manager.

3. Maternity/Paternity Leave

You may be entitled to maternity/paternity leave and pay in accordance with the current statutory provisions or dependant on length of service – Occupational Maternity Pay.

If you (or your partner) become pregnant you should notify your Line Manager at an early stage so that your entitlements and obligations can be explained to you.

In the event that you adopt a child, you may be entitled to adoption leave and pay in accordance with the statutory provisions, therefore, you should discuss your circumstances with your Line Manager at an early stage so that your entitlements and obligations can be explained to you.

4. Leave for Professional Meetings

Employees attending meetings of professional colleagues whose proceedings are, in the opinion of the Town Clerk, relevant to the work of the Town Council, shall be granted paid leave for that purpose and their reasonable expenses will be paid in accordance with the Green Book.

6. CODE OF CONDUCT

6.1 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. If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the day without pay.
4. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

6.2 RIGHTS TO SEARCH

1. We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business. These searches are random and do 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.
4. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract, which could result in your dismissal.
5. We reserve the right to call in the police at any stage.

6.3 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.

6.4 STATEMENTS TO THE MEDIA

Any statements to reporters from newspapers, radio, television, etc. in relation to the Council will be given only by the Town Clerk or in accordance with the Council's Press and Media Protocols which is available separately.

6.5 WASTAGE

We maintain an operational policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.

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

1. handle machines, equipment and stock with care;
2. turn off any unnecessary lighting, heating and electrical equipment. Keep doors closed whenever possible; ensure that you switch lights and heating off when work spaces are not in use.
3. ask for other work if your job has come to a standstill;
4. start with the minimum of delay after arriving for work and after breaks.
5. smoking or other breaks which take you away from your normal duties should not be taken without the prior consent of your manager.

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

1. 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;
2. any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to reimburse to us the full or part of the cost of the loss; and
3. in the event of an employee negligence accident whilst driving one of our vehicles, you may be required to pay the cost of the insurance excess up to a maximum of £250.00. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

6.6 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, personal hygiene and standards of dress.

Where uniforms or clothing are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms or clothing are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

6.7 HOUSEKEEPING

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

6.8 FITNESS FOR WORK

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

6.9 BEHAVIOUR AT WORK

You should behave with civility towards fellow employees, and no rudeness will be permitted towards customers or members of the public. Objectionable or insulting behavior or bad language will render you liable to disciplinary action.

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 Council and its affairs.

Any involvement in activities which could be construed as being in competition with the Council is not allowed.

All reasonable instructions from your Manager are to be carried out.

If a member of staff is prosecuted for an alleged offence committed in executing his/her duty, the Town Clerk, after consultation with the Chair and Vice Chair of the Personnel Sub-Committee may authorise such action as they deem necessary in each case. This action may include payment of the whole or part of the cost of a defence.

6.10 BEHAVIOUR OUTSIDE OF WORK

Because 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 result in disciplinary action.**

6.11 COUNCIL PROPERTY

Use of Council property for any purpose other than normally defined duties is not permitted.

Property of any type is not to be taken away from the premises unless with prior approval.

You must immediately notify the appropriate member of Management of any damage to property or premises or loss of any equipment used.

6.12 PERSONAL RELATIONSHIPS

We recognise that, from time to time, close personal relationships may develop between members of staff and between staff and customers. In order to ensure that potential conflicts of interest are avoided, members of staff who are in that position are strongly recommended to advise the Town Clerk.

Any such information will be treated in the strictest confidence. We fully acknowledge the right of employees to privacy in their personal affairs. However, experience has shown that the effect of such relationships can cause a blurring of judgement whereby conflicts of interest arise and which can cause us to lose confidence in the person's integrity and reliability.

6.13 OTHER EMPLOYMENT

If you propose taking up additional employment with an employer or pursuing separate business interests or any similar venture, you must discuss the proposal with your 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; and
- health, safety and welfare.

You will be notified in writing of our decision. We 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.

6.14 TELEPHONE

Council landline telephones are essential for our business. Incoming personal telephone calls are allowed only in the case of emergency. Outgoing calls can only be made with the prior permission of your Line Manager.

6.15 PERSONAL MOBILE PHONES

Personal mobile telephones should be switched off or switched to silent during working hours and any such use must be kept to a minimum and must not interfere with the performance of your duties.

6.16 COUNCIL MOBILE PHONES

Council mobile telephones are to be used primarily for business purposes. They may be used outside of normal working hours for personal use in accordance with the Council Mobile Telephone policy. All costs for personal use will be recharged to you. **You will be required to sign and abide by the Council's Mobile Phone/Device Use Agreement.**

6.17 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.

6.18 COLLECTIONS FROM EMPLOYEES

Unless specific authorisation is given by your Line Manager, no collections of any kind are allowed on our premises. Any authorised collections must be carried out in the employees own time.

6.19 FRIENDS & RELATIVES CONTACT

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

7.0 HEALTH, SAFETY, WELFARE AND HYGIENE

7.1 HEALTH & SAFETY

We firmly believe in the importance of providing a healthy and safe environment for service users and staff.

We wholly accept the aims and provisions of health and safety legislation and recognise that foremost in our duties and responsibilities to our employees is the need to provide and maintain safe, healthy and hygienic working conditions and practices.

We consider all levels of staff share this responsibility.

It is the duty of every individual employee to take every reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions at work.

It is the legally enforceable duty of all employees to co-operate with the Council in achieving compliance with health and safety legislation.

7.2 SAFETY

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

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

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.

You should report all accidents and injuries at work, no matter how minor, in the accident book that can be found at Reception in the White House, Unit C, TACTIC, Bell Alley Unit, Astral Park and Vandyke Road Cemetery.

7.3 REFRESHMENT MAKING FACILITIES

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

Both the refreshment making facilities and the water machine is available and may be used at reasonably timed intervals throughout your working hours.

7.4 SMOKING POLICY

Our policy of no smoking in all buildings and vehicles must be observed at all times. Smoking is only permitted in OUTSIDE designated areas.

7.5 EYE TEST

If you are a display screen user, you are entitled to have an eye test during your employment with us if you feel that your eyesight may need to be corrected in order for you to use the equipment safely. The test must be carried out by a qualified Optometrist approved by us. You must advise your Line Manager of your need for an eyesight test prior to making any firm arrangements. Details of our full eyecare policy is available separately.

7.6 ALCOHOL & DRUGS POLICY

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues.

The use of alcohol and drugs may impair the safe and efficient running of the Council's business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous (these are examples only and not an exhaustive list):

1. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness);
2. higher accident levels (e.g. at work, elsewhere, driving to and from work, driving between the Council's sites); and
3. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes).

You must not use or be under the influence of alcohol or drugs during normal working hours (including breaks). This is crucial to your own and our employees well-being and particularly essential if you are operating machinery or vehicles.

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

7.7 HYGIENE

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

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

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

7.8 HYGIENE FOR FOOD HANDLERS

You must wash your hands immediately before commencing work and after using the toilet.

Any cut or burn on the hand or arm must be covered with an approved visible dressing.

Head or beard coverings and overalls/uniforms, where provided, must be worn at all times.

You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn.

If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.

Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

You must report to your Line Manager before commencing work.

8.0 COMPUTER EQUIPMENT/EMAIL/INTERNET

8.1 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:

1. The introduction of new software must first of all be checked and authorised by a nominated senior officer of the Council before general use will be permitted.
2. Only authorised staff should have access to the Council's computer equipment.
3. Only authorised software may be used on any of the Council's computer equipment.
4. Only software that is used for the Council's business applications may be used.
5. No software may be brought onto or taken from the Council's premises without prior authorisation.
6. Unauthorised access to the computer facility will result in disciplinary action.
7. Unauthorised copying and/or removal of computer equipment/software will result in disciplinary action, such actions could lead to dismissal.

8.2 VIRUS PROTECTION PROCEDURES

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

1. unauthorised software including public domain software, memory sticks, free disks/CDs or Internet/World Wide Web downloads must not be used;
2. all software must be virus checked using standard testing procedures before being used;

8.3 EMAIL & INTERNET POLICY

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. 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. You will be required to sign a copy of the policy prior to use.

1. 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.

2. 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.

3. 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 procedures.
 - 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) 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
 - v) 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;
 - vi) posting confidential information about other employees, the Council or its customers or suppliers.

4. General Notes

- a. All external E-Mails must carry the Council or personal disclaimer in the message footer.
- b. All external E-mail messages sent/received must be saved per the document retention policy.
- c. Users are only to send E-Mails from the PCs to which they are logged on. It is an offence to send E-mail from any other PC, unless the sender clearly acknowledges whom they are and to where the response should be sent.
- d. Caution should be exercised before submitting any personal or organisation details via the Internet. Indiscriminate submission of E-Mail

details can result in overwhelming amounts of unwanted incoming mail, which can severely compromise the Council's systems.

- e. If you are sending information that will not be amended and returned by the recipient, consider sending a fax. The recipient will probably wish to print out a hard copy of the document anyway.
- f. Remember that the Internet is not the only or necessarily the best tool for getting information. The quality of information is variable and should always be questioned.
- g. Use the Internet effectively to make best use of your time. Use browser bookmarks to give shortcuts to frequently accessed sites and make permanent copies of information that you want to keep.

5. Monitoring

All data and information which originates from the Council's systems or is transmitted within or from the organisation (e.g. E-mail) will be deemed to be the property of the organisation for the purposes of monitoring whether the use of the E-mail and Internet system is legitimate, to assist the investigation of wrongful acts or to comply with any legal obligation. Staff will be advised in advance of any monitoring activity before such activity is commenced.

6. E-mail Attachments

- a. File attachments on E-mails received must be detached if they are to be retained and saved in an appropriate folder on the shared drive.
- b. Attachments in E-mails from an unknown source should be deleted without being opened as this is a common way of spreading viruses.

8.4 CLOSED CIRCUIT TELEVISION

Closed circuit television cameras are used on our premises for security purposes. We reserve the right to use any evidence obtained in this manner in any disciplinary issue.

8.5 GENERAL DATA PROTECTION REGULATION 2018

The Council is committed to being transparent about how it collects and uses the personal data of its workforce, and to meeting its data protection obligations.

It is the Council's responsibility to ensure that personal data is stored adequately through employment and then deleted securely. The Council is aware of their responsibilities in accordance with this regulation and have developed a privacy notice for employees that you will be asked to sign in respect of retaining and processing your personal data.

8.6 SOCIAL MEDIA

You are encouraged to familiarise yourself with and comply with the Council's Social Media Procedure. If any employee is found to have breached this procedure they may be subject to disciplinary action.

8.7 INDEMNITY

We undertake to indemnify our officers against any actions of commission or omission that are made in good faith on behalf of the Council.

9.0 RULES FOR THE USE OF COUNCIL VEHICLES AND DRIVING FOR WORK

9.1 DRIVING LICENCE AND AUTHORITY TO DRIVE COUNCIL VEHICLES

If you are required to drive a Council vehicle as part of your job you must be in possession of a current driving licence and have your Line Manager's authority to drive one of our vehicles. You are required at any time, wherever applicable or on request, to produce your driving licence for scrutiny by the Corporate Governance Manager.

If it is a requirement of your job 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.

If at any time your licence is endorsed, or you are disqualified from driving, we must be informed immediately.

It is your responsibility to see that the Town Council vehicles are not used by anyone other than authorised employees. Special written permission must be obtained from the Town Clerk for the vehicle to be used by any other person.

In accordance with our Alcohol and Drugs Policy, you must not use, or be under the influence of alcohol or drugs during normal working hours (including breaks). This is crucial to your own and our employees well-being and particularly essential if you are driving vehicles.

9.2 CAR INSURANCE

If you are using your own car for business purposes, you must ensure that your car insurance provides adequate cover and provide evidence of cover to the Corporate Governance Manager.

9.3 USE OF MOBILE PHONE WHILST DRIVING

It is illegal to use a mobile telephone whilst driving (without a hands free set) or when the vehicle's engine is running. It is our policy that you should not use any mobile telephones whilst driving. You should pull over to the side of the road, in an appropriate place, and switch off the vehicle's engine before making or receiving any telephones calls. In the event of you being unable to pick up a call because you cannot find a safe place to stop, you must return the call as soon as conveniently possible.

9.4 FIXTURES, FITTINGS AND MODIFICATIONS

No fixtures such as aerials, roof racks, towing apparatus, stickers and flags may be attached to the vehicle without prior written permission. No change or alterations may be made to the manufacturer's mechanical or structural specification for the vehicle.

9.5 CLEANING AND MAINTENANCE

It is your responsibility to keep Council vehicles clean, and to ensure that vehicles are regularly serviced in accordance with the requirements laid down by the manufacturer, and as specified in the maintenance book of the particular model of vehicle. Any other maintenance or repair work or replacement of parts, including tyres, must be approved in advance by your Line Manager.

9.6 FUEL etc.

In addition to keeping the vehicle regularly serviced, it is your responsibility to see that the oil and water levels, battery and brake fluid and tyre pressures are maintained and that the tread of all tyres conforms to the minimum legal requirements.

When obtaining fuel for the Council's vehicles you are not permitted to use any form of personal loyalty cards.

9.7 FINES

We cannot under any circumstances accept responsibility for parking or other fines incurred by you. The cost of these fines if not paid may be deducted from salary/pay.

9.8 DAMAGE OR INJURY

If you are involved in an accident which causes damage to property or another vehicle, or injury to any person or animal, you are required to give your name and address, the name and address of the vehicle owner, the registration number of the vehicle and the name of the insurance company to any person having reasonable grounds for requiring such information. It is important that you give no further information.

If for some reason it is not possible to give this information at the time of the accident, the matter must be reported to the office and where necessary the police as soon as possible, but within twenty four hours of the occurrence.

In addition, in the case of an incident involving injury to another person or to notifiable animals, you are responsible for notifying the police of the occurrence and you must produce your insurance certificate to a police officer attending the accident, or to any other person having reasonable grounds for seeing it.

The accident must be reported to a police station or to a police officer within twenty four hours. If you are not then able to produce the certificate you must in any event produce it in person within five days after the accident to such police station as you may specify at the time of first reporting the accident.

For security reasons, insurance certificates are kept by us.

9.9 LOSS

In the case of theft of the vehicle, we and the police must be informed immediately. Full details of the contents of the vehicle must also be given. If any contents are stolen from the vehicle, we and the police should be notified immediately. Please note that only our property is insured by us and you should make your own arrangements to cover personal effects.

The vehicle should be kept locked when not in use and the contents should be stored out of sight. If a vehicle is stolen we are required to prove to the insurance company that there has been no negligence and, therefore, we must hold you responsible in the event of such negligence. Portable equipment carried on the flat bed of the vehicles or trailers must not be left unattended.

9.10 ACCIDENT PROCEDURE

It is a condition of the insurance policy that the insurers are notified of all accidents, even if apparently of no consequence. You must, therefore, as soon as possible after the accident obtain an accident report form from us which must be completed and returned to us within twenty four hours.

All the information required on the form must be completed. You should note that whenever possible the following particulars should appear in the form:-

1. the name and address of the other driver and the name and address of his/her insurers
2. the names and addresses of all passengers in both our vehicle and the other vehicle
3. names and addresses of all witnesses. It will be of considerable assistance if statements can be obtained from all witnesses at the time of the accident
4. particulars of the police attending i.e. name, number and division.

A detailed sketch must be provided showing the relative position of the vehicle before and after the accident, together with details of the roads in the vicinity, e.g. whether they are major or minor roads and as many relevant measurements as possible.

If our vehicle is undriveable you are responsible for making adequate arrangements for the vehicle to be towed to a garage, and the name and address of the garage where the vehicle may be inspected must be stated on the claim form.

Under no circumstances may repairs be put in hand until the insurance company has given its agreement. We will notify you when this has been done.

You should not under any circumstances express any opinion one way or the other on the degree of responsibility for the accident. Only exchange particulars mentioned above and nothing more.

9.11 ROAD FUND LICENCE

The road fund licence for the vehicle will be renewed automatically when due.

9.12 TRAVEL OVERSEAS

Our vehicles may not be taken out of the country without written permission from the Town Clerk.

9.13 PERMITTED USE

Subject to the restrictions already stipulated, our vehicles may only be used for our business,

9.14 PERSONAL LIABILITY FOR DAMAGE TO VEHICLES

Where any damage to one of our vehicles is due to your negligence or lack of care, we reserve the right to insist on your rectifying the damage at your own expense or paying the excess part of any claim on the insurers.

Repeated instances may result and disciplinary action being taken.

10.0 TERMINATION OF EMPLOYMENT

10.1 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 (which is 28 days including bank holidays (or pro rata if you are part time employee)), if you fail to give or work the required period of notice.

10.2 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.

10.3 GARDEN LEAVE

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

If you are asked to take garden leave you:

1. must not attend your place of work or any other premises of the Council or any associated companies or organisations; unless otherwise requested by the Council;
2. may be asked to relinquish immediately any offices you hold in the Council or any associated companies or organisations;
3. may not be required to carry out your normal duties during the remaining period of your employment; however you will still be available for answering queries;
4. must return to the Council all documents, software, equipment, Council property and other materials (including copies) belonging to the Council or associated companies or organisations or containing confidential information; and
5. must not, without the prior written permission of the Council, contact or attempt to contact any client, customer, supplier, agent, professional adviser, broker, or banker of the Council or any associated companies or organisations or any employee of the Council or any associated companies or organisations.

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

Appendix A

Leighton Linlade Town Council - Policies and Procedures

The following can be found on the Shared drive under Administration/Policies and Procedures and you will receive a copy of many of these policies during your induction. Please ensure you are familiar with the policies listed below, as Town Council policies form part of your Contract of Employment.

Employment

Compassionate & Special Leave Procedure
Disciplinary Procedure
Employee Appraisal Procedure
Employee Performance Procedure
Equal Opportunities Policy
Flexi Time Procedure
Grievance Resolution Procedure
Mobile Phone Policy
Organisational Change Procedure
Prevention of Bullying and Harassment Procedure
Probationary Procedure
Sickness Absence Procedure
Social Media Procedure
Whistleblowing Procedure
Health and Safety Policy
Lone Working Policy

IT/Data Protection

Information & Data Protection Policy
Information Security Incident Policy
Internet and Email Policy
ICT Security Policy
Removable Media Policy
Town Council General Privacy Notice
Document Retention Policy

Governance/Finance

Town Council Standing Orders
Town Council Financial Regulations
Press Protocol
Councillor/Officer protocol
Freedom of Information Policy