



Horndean Parish Council

STAFF COMMITTEE NOTICE OF MEETING

**A MEETING OF THE STAFF COMMITTEE WILL BE HELD
ONLINE ON MONDAY 16 NOVEMBER 2020 AT 6.30 P.M. AT JUBILEE
HALL.**

Members of the public can login via the website link.

Documents pertaining to the meeting are available to download from the HPC website.

Members are summoned to attend.

Carla Baverstock-Jones PSLCC, GCILEx, MCMI
Chief Officer

10 November 2020

AGENDA

1. To receive apologies for absence.
2. Declaration of interest: Members are reminded of their responsibility to declare any disclosable pecuniary interest which they may have in any item of business on the agenda no later than when that item is reached. Unless dispensation has been granted, you may not participate in any discussion of, or vote on, or discharge any function related to any matter in which you have a pecuniary interest as defined by regulations made by the Secretary of State under the Localism Act 2011. You must withdraw from the room or chamber when the meeting discusses and votes on the matter.
3. To receive and approve the Minutes of the meeting held on the 16 March 2020.
4. To receive a report and consider the draft revised Information Technology and Equipment Usage Policy.
5. To receive a report and consider the new contract of employment (Statement of Particulars).
6. To receive a report and consider the new Disciplinary Policy and Procedure.
7. To receive a report and consider the new Grievance Policy and Procedure.
8. **To agree to exclude the public and press, in the view that publicity would prejudice the public interest by reason of the confidential nature of the business or arising out of the business about to be transacted. (Public Bodies (Admissions to meetings) Act 1960)**
9. To receive a report and consider the expiry of the probationary period in respect of two staff members within the Countryside Team.



HORNDEAN PARISH COUNCIL STAFF COMMITTEE

MINUTES OF THE STAFF COMMITTEE MEETING HELD AT JUBILEE
HALL ON MONDAY 16TH MARCH 2020 AT 6:30PM

PRESENT:

Cllr R Veitch (Chairman), Cllr Mrs L Evans, Cllr Mrs E Tickell

IN ATTENDANCE: Carla Baverstock-Jones, Chief Officer; Sarah Guy, Operations Officer (Minute Taker).

PUBLIC

ATTENDANCE: There were no members of the public or press present.

SC030 19/20 **TO RECEIVE APOLOGIES FOR ABSENCE**

Apologies of absence were received from Cllr Mrs I Weeks.

SC031 19/20 **TO RECEIVE ANY DECLARATIONS OF INTEREST**

There were no declarations of interest received.

SC032 19/20 **TO RECEIVE AND APPROVE THE MINUTES OF THE MEETING HELD ON THE 03 FEBRUARY 2020**

It was **RESOLVED** that the minutes of the Staff Committee meeting held on 3rd February 2020 be duly signed as a true record of the meeting.

This was proposed by Cllr R Veitch and seconded by Cllr Mrs E Tickell. All agreed.

SC033 19/20 **TO RECEIVE A REPORT AND CONSIDER THE DRAFT FLEXIBLE WORKING POLICY**

The Flexible Working Policy was circulated and a discussion took place.

The following amendments were proposed

- Introduction, 1st para: change the word 'agreeing to' to 'considering'.
- Meetings regarding flexible working, last para: change 'agreement to' and replace with the wording 'decision regarding'.

It was **RESOLVED** that the proposed amendments be made and the Policy be agreed at the next scheduled Council meeting.

SC034 19/20

TO RECEIVE A REPORT AND CONSIDER THE REVISED DISCIPLINARY AND GRIEVANCE PROCEDURE POLICIES

The revised Disciplinary and Grievance Procedure Policies were circulated.

The Chief Officer informed members that the Policies had previously been before the Staff Committee, with previous amendments having been made. She said that she had amalgamated the HPC, HALC and NALC Policies.

A discussion took place and It was **RESOLVED** that the Disciplinary and Grievance Procedure Policy be forwarded to HALC for review. All Agreed.

This was proposed by Cllr Mrs L Evans and seconded by Cllr R Veitch.

SC035 19/20

TO RECEIVE AND CONSIDER THE IMPLEMENTATION OF A TRAINING AGREEMENT

A draft Training Agreement was circulated and a short discussion took place. It was suggested that HPC should distinguish between training the Council wish employees to undertake and training requested by the employer.

The following amendment was proposed.

- Para 4: remove all wording, apart from the first sentence- 'The employee is permitted to be absent from work to attend the training sessions'.

It was **RESOLVED** that the proposed changes be made and the agreement be reviewed and approved by Council at the next scheduled meeting.

SC036 19/20

TO AGREE TO EXCLUDE THE PUBLIC AND THE PRESS, IN THE VIEW THAT PUBLICITY WOULD PREJUDICE THE PUBLIC INTEREST BY REASON OF THE CONFIDENTIAL NATURE OF THE BUSINESS OR ARISING OUT OF THE BUSINESS ABOUT TO BE TRANSACTED

Members were excluded.

Public meeting closed at 7:05pm.

SC037 19/20

TO RECEIVE AND APPROVE THE CONFIDENTIAL MINUTES OF THE MEETING HELD ON THE 3rd FEBRUARY 2020

It was **RESOLVED** that the confidential minutes of the Staff Committee meeting held on 03 February 2020 be duly signed as a true record of the meeting.

All agreed.

The meeting closed at 7:10pm

.....
Chairman

.....
Dated



Horndean Parish Council

Information Technology and Equipment Usage Policy

**The policy does not form part of your contract of employment and
Horndean Parish Council may amend it at any time.**

This Policy covers the following matters:

- **Email and Internet monitoring**
- **Internet and email policy**
- **IT and computer equipment policy**

1 EMAIL AND INTERNET MONITORING

- 1.1 The Council recognises that employees may wish to use the office Internet for their own personal use. As long as this privilege is not abused and everyone acts responsibly in this regard and as long as no inappropriate, adult, pornographic, gambling or other sites on the Internet are accessed or downloaded, this will be permitted. Personal laptops, tablet notepads etc., are not permitted for use within the office unless during rest periods.
- 1.2 Employees should note that the Council reserves the right to monitor and/or record all telephone calls to and from the office, all emails (whether marked Private or Personal) and the Internet (checking the server) at any time for the purposes of ensuring that the Council rules are being complied with and for legitimate business purposes.
- 1.3 Please note that any misuse of any of the Council's facilities and equipment will lead to disciplinary action being taken.
- 1.4 The Council reserves the right to use covert surveillance in cases where any suspected dishonesty may have taken place either in relation to the activities of employee(s) or third parties.

2 INTERNET AND EMAIL POLICY

Introduction

- 2.1 Access to the Internet and email system will be available to you for Council business use. You are permitted to use Council e-mail for reasonable private purposes and in accordance with this policy. Any excessive personal use may result in disciplinary action and withdrawal of the concession.
- 2.2 Use of the Council's email facilities will be monitored and disciplinary action may be taken if the facilities are abused or put to inappropriate use.

Internet policy

- 2.3 The prime use of the Council's Internet facility is for information and research relating to the Council's business, functions and activities. User activity is monitored and logged electronically to ensure compliance.
- 2.4 Internet usage is not permitted for the purposes of social networking sites such as Facebook, Twitter or similar sites unless for the purpose of undertaking work duties or during rest periods.
- 2.5 Reasonable personal usage of the internet is permitted during rest periods. Any excessive use may be considered misconduct.
- 2.6 The downloading of any program from the Internet is strictly prohibited unless explicitly instructed to do so by the Chief Officer. For example this would include all shareware and freeware, screen savers and desktop background patterns or wallpapers.
- 2.7 The deliberate downloading or transmission of pornographic, offensive, abusive, sexist, racist, defamatory or other material of a similar nature is a serious offence and will result in dismissal.
- 2.8 All downloaded attachments, for example, Word documents that may contain Word macros, must be virus scanned before opening.

Email policy

- 2.9 **The guidelines and warnings listed below are of critical importance.**
- 2.10 You are reminded that email is subject to the same Council policies as any other form of correspondence and should be used for business purposes and limited reasonable personal use. Employees are not permitted to use the email system to send jokes or forward jokes to colleagues nor to send private or personal emails to friends or family whether they live locally or abroad. This is not only an abuse of the Council facilities and expenses but is an abuse of working time.

- 2.11 Beware what you write in email messages. Improper statements and frivolous comments can give rise to personal or Council liability.
- 2.12 Always assume that email messages may be read by others and are not private. It is however, not acceptable to access password protected material without express authorisation being provided by the primary account user or the Chief Officer/Council. It is a disciplinary offence to do so, unless to implement essential safeguarding measures for the protection of Council and/or its business, Members, employees and residents.
- 2.13 Messages that are abusive, sexist, racist or defamatory are never appropriate and must not be sent or forwarded on to any other person whether within or outside the Council. It is a disciplinary offence to do so, regarded as gross misconduct.
- 2.14 Always remember that email messages, however confidential or damaging, may have to be disclosed in court proceedings or in investigations by competition authorities/regulatory bodies if relevant to the issues. Remember that even if you have deleted an email message, a copy may still exist on backup media or in other storage areas.
- 2.15 If you should receive an email which you believe is offensive, obscene or otherwise inappropriate, then you should immediately inform your Line Manager or the Chief Officer.
- 2.16 Never send 'strictly private and confidential' messages by email unless prior consent has been obtained from the addressee.
- 2.17 You are required to ensure that:
- your email mailbox is checked at reasonable intervals for messages
 - any messages found there are collected
 - you must set appropriate access to your mailbox to cover both planned and unplanned absence
 - any temporary access to cover staff absence must be disconnected on return of the absentee.
- 2.18 Never import non-text files (e.g. executable files, Word documents) or messages on to your system without having them scanned for viruses.
- 2.19 Make hard copies of emails that you need to retain for record-keeping purposes.
- 2.20 Always make hard copies of important emails.
- 2.21 You must not enter into contractual commitments by email.
- 2.22 Do not advertise by email or send messages for missing items unless genuinely urgent for business reasons.
- 2.23 Do not download, copy or transmit to third parties the works of others without their permission as this may infringe copyright.
- 2.24 The following wording must precede the text when you send an external email:

- *This email and any attachments are confidential. It is intended for the recipient only. If you are not the intended recipient, any use, disclosure, distribution, printing or copying of this email is unauthorised. If you have received this email in error please immediately notify the sender by replying to this email and delete the email from your computer.*
- *The contents of any attachment to this email may contain software viruses, which could damage your own computer system. While we have taken every reasonable precaution to minimise this risk, we cannot accept liability for any damage which you sustain as a result of software viruses. You should carry out your own virus checks before opening the attachment*
- *Any views or opinions expressed are solely those of the author and do not necessarily represent those of Horndean Parish Council.*

3 IT AND COMPUTER EQUIPMENT POLICY

- 3.1 This policy is a summary of Council policy on the use of Council-provided computer equipment, email and voicemail systems and rules governing Internet access.
- 3.2 All Council provided computer systems and the data stored on them (including all email, files, electronic documents and voicemail messages created, sent and received) are and remain at all times the property of the Council. As such, they are not considered the private property of the employee (and any applicable privacy laws relating to such materials are excluded to the maximum extent permitted by law).
- 3.3 If you are provided with a computer to perform your duties (including laptops for home use) you must take all necessary steps to prevent unauthorised access to the computer and to the wider Council systems. Passwords should be used and changed regularly.
- 3.4 When not in use, especially out of normal working hours, at home, at work or in transit, laptops must be securely locked away out of sight.
- 3.5 The Council takes a serious view of computer misuse and such misuse may lead to disciplinary action being taken against you under the Council's disciplinary policy. Serious offences may constitute gross misconduct and therefore be liable to summary dismissal. The following are regarded by the Council as unacceptable:
 - fraud and theft of data and software
 - sabotaging the system
 - using unauthorised software
 - misuse of personal data

HORNDEAN PARISH COUNCIL

STAFF MEETING

Date: 16 November 2020

AGENDA ITEM: 5

SUBJECT OF REPORT: Contract of Employment (Statement of Written Particulars)

The government's response to the Taylor Review of modern working practices requires that from the 06 April 2020, employers must provide any new member of staff with a written Statement of Particulars from the first date of employment. Please see the attached government fact sheet – as per the highlighted paragraphs.

The Hampshire Association of Local Councils (HALC) has prepared the attached template which includes the following new requirements:

- the hours and days of the week the worker or employee is required to work, and whether they may be varied and how
- entitlements to any paid leave
- any other benefits not covered elsewhere in the written statement
- any probationary period
- any obligatory training provided by the employer

The current contract of employment is attached for ease of reference and comparison.

Recommendation

Members may wish to amend the existing contract to accord with HALC's template or adopt the same in its entirety.

Report prepared by



Carla Baverstock-Jones
Chief Officer



Part of
Employ someone: step by step (<https://www.gov.uk/employ-someone>)

Employment contracts

1. Overview

All employees have an employment contract with their employer. A contract is an agreement that sets out an employee's:

- employment conditions
- rights
- responsibilities
- duties

These are called the 'terms' of the contract.

Employees and employers must stick to a contract until it ends (for example, by an employer or employee giving notice or an employee being dismissed) or until the terms are changed (usually by agreement between the employee and employer).

If a person has an agreement to do some work for someone (like paint their house), this isn't an employment contract but a 'contract to provide services'.

Accepting a contract

As soon as someone accepts a job offer they have a contract with their employer. An employment contract does not have to be written down.

2. Contract terms

The legal parts of a contract are known as 'terms'. An employer should make clear which parts of a contract are legally binding.

Contract terms could be:

- in a written contract, or similar document like a written statement of employment
- verbally agreed
- in an employee handbook or on a company notice board
- in an offer letter from the employer
- required by law (for example, an employer must pay employees at least the National Minimum Wage)
- in collective agreements (<https://www.gov.uk/employment-contracts-and-conditions/collective-agreements>) - negotiated agreements between employers and trade unions or staff associations

- implied terms - automatically part of a contract even if they're not written down

Implied terms

If there's nothing clearly agreed between you and your employer about a particular issue, it may be covered by an implied term - for example:

- employees not stealing from their employer
- your employer providing a safe and secure working environment
- a legal requirement like the right to a minimum of 5.6 weeks' paid holidays
- something necessary to do the job like a driver having a valid licence
- something that's been done regularly in a company over a long time like paying a Christmas bonus

3. Collective agreements

An employer may have an agreement with employees' representatives (from trade unions or staff associations) that allows negotiations of terms and conditions like pay or working hours. This is called a collective agreement.

The terms of the agreement could include:

- how negotiations will be organised
- who will represent employees
- which employees are covered by the agreement
- which terms and conditions the agreement will cover

4. Written statement of employment particulars

An employer must give employees and workers (<https://www.gov.uk/employment-status/worker>) a document stating the main conditions of employment when they start work. This is known as a 'written statement of employment particulars'. It is not an employment contract.

The written statement is made up of:

- the main document (known as a 'principal statement')
- a wider written statement

The employer must provide the principal statement on the first day of employment and the wider written statement within 2 months of the start of employment.

Employers must tell employees or workers about any changes to the written statement. They must do this within one month of making the change.

There are special rules for agencies on documents that they need to provide to agency workers (<https://www.gov.uk/agency-workers-your-rights/basic-information-you-should-receive>).

The principal statement

The principal statement must include at least:

- the employer's name
- the employee's or worker's name, job title or a description of work and start date
- how much and how often an employee or worker will get paid
- hours and days of work and if and how they may vary (also if employees or workers will have to work Sundays (<https://www.gov.uk/sunday-working>), nights (<https://www.gov.uk/night-working-hours>) or overtime (<https://www.gov.uk/overtime-your-rights/overview>))
- holiday entitlement (<https://www.gov.uk/holiday-entitlement-rights>) (and if that includes public holidays)
- where an employee or worker will be working and whether they might have to relocate (<https://www.gov.uk/employer-relocation-your-rights>)
- if an employee or worker works in different places, where these will be and what the employer's address is
- how long a job is expected to last (and what the end date is if it's a fixed-term contract)
- how long any probation period is and what its conditions are
- any other benefits (for example, childcare vouchers and lunch)
- obligatory training, whether or not this is paid for by the employer

For employees, it must also include the date that a previous job started if it counts towards a period of continuous employment.

Working abroad

If an employee or worker has to work outside the UK for more than a month, the principal statement must also include:

- how long they'll be abroad
- what currency they'll be paid in
- what additional pay or benefits they'll get
- terms relating to their return to the UK

Other information the employer must give on day one

On the first day of employment the employer must also provide the employee or worker with information about:

- sick pay and procedures
- other paid leave (for example, maternity leave and paternity leave)
- notice periods

The employer can choose whether to include this information in the principal statement or provide it in a separate document. If they provide it in a separate document, this must be something that the employee or worker has reasonable access to, such as on the employer's intranet.

The wider written statement

Employers must give employees and workers a wider written statement within 2 months of the start of employment. This must include information about:

- pensions and pension schemes

- collective agreements (<https://www.gov.uk/collective-agreements>)
- any other right to non-compulsory training provided by the employer
- disciplinary and grievance procedures

5. Problems with a written statement

If an employee or worker has a problem receiving their written statement, they can:

1. Try to solve the problem with their employer informally.
2. If this does not work, take out a grievance (<https://www.gov.uk/raise-grievance-at-work>) against their employer (employers can also get advice about handling grievances).
3. Take a case to an employment tribunal (<https://www.gov.uk/employment-tribunals/taking-a-case-to-an-employment-tribunal>) as a last resort.

The tribunal will decide what the employment particulars in the statement should have been.

Compensation

If an employee or worker wins a case about another issue (for example, unauthorised deductions from their wage slip), the tribunal may award compensation if there's been a problem with their written statement as well.

Compensation can be up to 4 weeks' pay although there's a limit on how much a tribunal will award for a week's pay.



CONTRACT OF EMPLOYMENT
Between Horndean Parish Council
and
[insert full name]
Statement of Written Particulars

Contract of Employment dated [insert date] between: Horndean Parish Council, ("the Organisation") of Tyfield House, Blendworth Lane, Horndean PO8 0AA and [insert full name and address of employee] ("You").

This document sets out the terms and conditions of your employment, including the particulars of employment that the Organisation is required to detail by the Employment Rights Act 1996.

1. Period of Employment

Your employment with Horndean Parish Council will commence/commenced (delete as appropriate) on [insert start date]. No previous employment counts toward your period of continuous employment with the Organisation.

OR

Your previous employment with [insert name of previous employer if listed on the Redundancy Modification Order, if there has not been a break in service of more than 4 weeks and the new employee was/is being dismissed from previous employer due to redundancy] counts as continuous service, and therefore your continuous service date runs from [insert date]. This employment is permanent, subject to Section 12.

Your employment is subject to your satisfactory completion of a 26 week probationary period. The Organisation reserves the right to extend this period at its discretion. The Organisation will assess and review your work performance during this time and reserves the right to terminate your employment at any time during the probationary period.

During the first month of your probationary period, employment may be terminated without notice. Thereafter, until the satisfactory completion of your probationary period, including extensions to it, employment may be terminated by either side giving notice of one week.

The Council will confirm your continued employment in writing when you have completed your probationary period to their satisfaction.

Further details of notice to terminate your employment are set out in Section 12 of this Statement.

2. Job Title

Your job title is [insert job title].

This title does not limit your duties, and the Organisation may require you from time to time to do any work within your capacity on either a permanent or temporary basis. Your duties are outlined in

your job description; however your job description does not form part of your contract of employment and may be amended from time to time at the discretion of the Organisation.

You must work exclusively for the Organisation unless you first obtain the Organisation's written permission to work for or be involved in another business or organisation. This permission will not be unreasonably withheld, but it is likely to be refused if there is a conflict or potential conflict of interest. For example, you wish to work for a company which provides services to the Organisation.

3. Normal Place of Work

Your normal place of work **is/will be (delete as appropriate)** Tyfield House, Blendworth Lane, Horndean, PO8 0AA

The Organisation may from time to time require you to work at other locations on a temporary basis and may request you to work elsewhere permanently.

4. Reporting Arrangements

Your post reports to the **[insert line manager's title]**

OR if the employee is the most senior employee

Your post reports to **[insert name of parish/town council]** Parish/Town Council (delete as appropriate)/ **[insert name of parish/town council]** Parish/Town Council (delete as appropriate) **[insert name of committee]** Committee (delete as appropriate). On a day to day basis your point of contact is the Chairman of the **[insert name of parish/town council]** Parish/Town Council (delete as appropriate)/Chairman of the **[insert name of parish/town council]** Parish/Town Council (delete as appropriate) **[insert name of committee]** Committee (delete as appropriate).

5. Hours of work

You are employed to work **full time/part time/a shift pattern (delete as appropriate)**.

Your normal hours of work are/will be **(delete as appropriate) [insert number of hours]** to be worked at times agreed with your line manager.

Your working hours will include **[insert details of night/evening/weekend work, including frequency of these types of working hours i.e. occasional/regular. Also include any flexible working of shift patterns]**.

You may be required to adjust or extend your hours as is necessary to meet the needs of your job. Where such an adjustment results in working in excess of your normal hours of work in any one week you will normally be expected to take this off as Time Off In Lieu (TOIL) at a suitable time to be

agreed with your line manager. Exceptionally, and with the prior written agreement of your line manager, you will be entitled to additional payment at your normal hourly rate for the hours worked. Without prejudice to the definition of a day's pay or to the Organisation's right, within reason, to require you to work weekends, an hourly rate of pay will be calculated as one 52nd of annual salary divided by 37.

6. Remuneration

With effect from the commencement of your employment your salary will be/Your salary is (delete as appropriate) £[insert amount] per annum/month/week/day (delete as appropriate). Your salary is payable monthly in arrears by credit transfer on the 20th of the month.

For part-time employees, pay is pro rata based on the hours worked compared to those worked by a full time employee. Full time hours for this purpose are 37 hours per week.

All payments of Salary are subject to deductions for income tax and national insurance contributions and other authorised deductions or deductions required by law.

You authorise the Employer at any time during your employment and/or on its termination to deduct any sums owed by you to the Employer at any time (to include, without limitation, salary, repayment of pay for holiday taken in excess of your accrued entitlement) from your Salary and/or from any other sums due to you under this contract (to include, without limitation, any payment in lieu of notice, holiday pay or sick pay).

7. Pay reviews

In the first year of employment employees joining prior to 1st January will be considered for a pay review in April of that year.

Employees joining on or after the 1st January will not be considered for a pay review until the April of the following year; the starting salary will have taken account of the current pay review.

Thereafter, pay is reviewed on an annual basis in April each year. Although pay will be reviewed this does **not** indicate that pay increases are an automatic right. Possible pay increases are related to satisfactory performance in the role, comparison with the external labour market as well as the budgetary constraints on the Organisation. Any pay increases are awarded at the absolute discretion of the Organisation.

8. Annual leave (with pay)

The Organisation annual leave year runs from 1st April to 31st March.

The annual leave entitlement for a full time employee in any annual leave year, which is inclusive of all public holiday entitlement, is set out in the table below.

Length of completed years of service (as at beginning of holiday year - 1st April)	Annual leave entitlement per annum (inclusive of all public holiday entitlement)
Up to one year's service	30 days
5 years or more	35 days

Annual leave entitlement for part-time employees is pro rata, based on the number of hours worked compared with those worked by a full-time employee. Full time hours for this purpose are 37 per week.

The annual leave entitlement for a part time and/or an employee working non-standard hours is calculated in hours. How annual leave entitlement is calculated is explained in the Horndean Parish Council Annual Leave Policy. This will be given to you when you start your employment and can be found [\[insert where this document can be accessed\]](#). You will be notified of your annual leave entitlement in your offer of employment letter and at the start of each annual leave year.

You will be paid at your normal rate of pay in respect of periods of annual leave. Any variable or additional payments will not be included in the calculation of holiday pay.

In the annual leave year in which you join the Organisation, your annual leave entitlement will be calculated on a pro-rata basis for service from start date to the end of the annual leave year.

In the event of termination of employment, you will be entitled to pay calculated on a pro rata basis in respect of all annual leave already accrued but not taken at the date of termination of employment. If you have any unused leave the Organisation may require you to take leave during the notice period.

If on termination of employment you have taken more annual leave entitlement than you have accrued in that annual leave year, an appropriate deduction will be made from your final payment.

Unused holiday entitlement may be carried forward to the next holiday year. The amount of holiday that can be carried forward into the next holiday year is limited to **5 days** and is at the total discretion of your line manager.

All periods of annual leave must be authorised in advance by your line manager. If you take unauthorised annual leave you will be subject to disciplinary action.

Further particulars of any terms and conditions relating to paid annual leave entitlement are explained in the Horndean Parish Council Annual Leave Policy. This will be given to you when you start your employment and can be found [\[insert where this document can be accessed\]](#).

9. Sickness absence and pay

If you are absent from work due to sickness, or injury, you are required to notify the Organisation as soon as possible of your absence and the reasons for it. You should do this personally at the earliest opportunity to your line manager and wherever possible within 30 minutes of your normal starting time on the first day of your absence. Failure to do so may result in disciplinary action.

The Organisation shall have the right at any time to require you to submit to examination by an independent medical practitioner selected by the Organisation, to obtain a confidential report on your condition from such practitioner and to discuss with such practitioner the findings of his/her examination and his/.her prognosis of your likely recovery and or fitness to resume work and any recommendation.

Particulars of any terms and conditions relating to incapacity to work due to sickness or injury, including any provision for sick pay, are explained in the Horndean Parish Council Sickness Absence Policy. This will be given to you when you start your employment and can be found [\[insert where this document can be accessed\]](#).

10. Pension

The Organisation is a member of the Local Government Pension Scheme, which operates a contributory pension scheme, which you are entitled to join. The particulars of terms and conditions relating to the Scheme are explained in the document called Starter Pack. This will be given to you when you start your employment and can be found in the Parish Office.

There is a contracting-out certificate in force for this employment, in England under that Pensions Scheme Act 1993. (delete as appropriate)

11. Collective agreements

There are no collective agreements with trade unions or other employee groups affecting this employment.

12. Termination of employment

Your employment with the Organisation may be terminated in the circumstances detailed below:

- a. by you giving us not less than four weeks' notice in writing
- b. by the Organisation giving you statutory notice. Currently the statutory notice period is:
 - One week if your period of continuous employment is longer than one month but shorter than two years.
 - One week for each year of continuous employment up to a maximum of 12 weeks.
- c. summarily by the Organisation without notice or payment in lieu of notice if you are guilty of any serious breach of your contract of employment, you are grossly negligent; demonstrate serious deficiencies in performance or if you commit an act of gross misconduct.

On termination of employment for whatever reason you must return all Organisation property, including but not confined to, documents (in hard copy or machine readable form), motor car, car and office keys, security pass, debit cards, computers and other office equipment.

The Organisation retains the right to deduct the cost of any equipment or property that is not returned, or is returned in a damaged condition due to your actions, from your final pay.

Where you have entered into a separate deduction agreement with the Organisation, any outstanding costs detailed in the agreement will be deducted from your final pay.

The Organisation reserves the right to require employees to remain at home for all or some of their notice period. This may apply whatever the reason for termination and will be at the complete discretion of the Organisation. The Organisation reserves the right to make payment in lieu of notice.

13. Health and safety

The Organisation requires you to comply with your obligations under the Health and Safety at Work Act 1974, other relevant legislation and the Organisation's policies relating to Health & Safety. You must report to your manager any unsafe working conditions, practices, equipment or machinery and all accidents, dangerous occurrences and near misses at work regardless of whether injury occurs to any person or damage is caused to property.

14. Disciplinary procedure

A copy of the Organisation's Code of Conduct, which sets out the Organisation's rules, will be given to you when you start your employment and can be found [\[insert where this document can be accessed\]](#).

The Organisation expressly reserves the right to suspend you from employment pending investigation of any disciplinary or related matters. During any such period of suspension you will be paid your full basic salary.

If you are dissatisfied with any disciplinary or dismissal decision which affects you, you should apply in the first instance to [insert title of person who will deal with an appeal against a disciplinary or dismissal decision] in writing. For further details of the disciplinary and dismissal procedure, the Organisation has a non-contractual disciplinary and dismissal procedure, which does not form part of this Agreement and may be changed from time to time. This will be given to you when you start your employment and can be found [insert where this document can be accessed].

15. Grievance procedure

If you are dissatisfied with any aspect of your employment the matter should be raised in the first instance with your manager, either orally or in writing. The procedure for pursuing any employment-related grievance (other than one related to discipline) is set out in the Organisation's Grievance Procedure. This will be given to you when you start your employment and can be found [insert where this document can be accessed].

The grievance procedure is not contractual and does not form part of this Agreement and may be changed from time to time at the discretion of the Organisation.

16. Changes to Terms and Conditions of Employment

The Organisation reserves the right to make reasonable amendments to your contract of particulars of employment.

In addition to the terms of this Agreement you are required to comply with the notices, instructions and other directions which the Organisation may issue from time to time.

The Organisation may make reasonable changes to your terms and conditions of employment; and these will be confirmed to you in writing within one month of them taking effect. You will be deemed to have accepted any change made in this way unless you notify the Organisation to the contrary in writing within one month of receiving notice of a change.

17. Confidential Information and Publicity

You are obliged at all times to protect commercial information belonging to the Organisation, its customers and contractors. You must not disclose Organisational information without prior authorisation. These obligations continue after you leave the Organisation.

You should not communicate Organisational information to any member of the press or the media without prior permission from your line manager, unless to do so is within the scope of your responsibilities.

18. Computer Equipment and Data Protection

You must observe all legal requirements and Organisational rules regarding the use of computer equipment and data protection. Computer software must not be used for work unless it is properly licensed and is used only in accordance with the license. You will have access to the internet in order to help you with your work. This access must not be abused. You may use the internet for personal use, if agreed by your manager. Any personal use should be in your own time and should not be excessive. You should not visit sites which may cause offense to others (e.g. racist, sexist etc.). Inappropriate use of the internet will lead to disciplinary action.

In accordance with the **Data Protection GDPR.....**, the Organisation will hold and process information it collects relating to you in the course of your employment for administration, statistical analysis and record keeping purposes. This may include information relating to your physical or mental health. Your information will be treated confidentially and will only be available to authorised persons.

19. Entitlement to work in the UK

Your employment is conditional on you being legally entitled to live and work in the UK. If your status changes and you are no longer entitled to live or work in the UK, your employment will be terminated without notice or payment in lieu of notice.

20. Miscellaneous

Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

This Agreement is governed by English law.

The section headings and clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.

Any delay by the Organisation in exercising any of its rights under this Agreement shall not constitute a waiver thereof.

This Agreement supersedes any previous correspondence and any prior agreement between yourself and the Organisation and forms the sole basis of any contractual relations between yourself and the Organisation except rights and obligations implied by law.

If any provision of this Agreement is found by a Court or other competent authority to be void or unenforceable, such provisions will be deemed to be deleted from the contract and the remaining provisions shall continue in full force and effect.

The foregoing particulars are agreed as accurately representing terms of the contract of employment as at 27 October, 2020.

Signed for the Organisation	Signed by
Name.....	Name.....
Title.....	Address.....
Date.....
	Date.....

Council Logo

CONTRACT OF EMPLOYMENT

Between

Parish Council

and

<name>

Statement of Written Particulars

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Contract of Employment dated ~~XXXXX~~: ~~XXXXXX~~ Parish Council (“the Organisation”) of ~~insert registered address~~ and ~~full name and address of employee~~.

This document sets out the terms and conditions of your employment, including the particulars of employment that the Organisation is required to detail by the Employment Rights Act 1996.

1. Period of Employment

Your employment with ~~name of Council~~ will commence on (START DATE). Your ~~previous employment (insert name of previous parish council if there has not been a break in service)~~ counts as continuous service, for the purposes of the Redundancy Modification Order ONLY. It is only applicable for the calculation of redundancy pay should the situation arise. For all other purposes the Organisation is a separate and distinct employer. Therefore your Redundancy Modification order continuous service date runs from ~~XXXXX~~. This employment is permanent, subject to Section 8.

Your employment is subject to your satisfactory completion of a [~~insert number~~] ~~week/month~~ probationary period. The Organisation reserves the right to extend this period at its discretion. The Organisation will assess and review your work performance during this time and reserves the right to terminate your employment at any time during the probationary period.

During the first month of your probationary period, employment may be terminated without notice. Thereafter, until the satisfactory completion of your probationary period, including extensions to it, employment may be terminated by either side giving notice of one week.

Further details of notice to terminate your employment are set out later in this Statement.

2. Job Title

Your job title is (~~JOB TITLE~~).

This title does not limit your duties, and the Organisation may require you from time to time to do any work within your capacity on either a permanent or temporary basis. Your duties are outlined in your job description; however your job description does **not** form part of your contract of employment and may be amended from time to time at the discretion of the Organisation.

You must work exclusively for the Organisation unless you first obtain the Organisation’s written permission to work for or be involved in another business or organisation. This permission will not be unreasonably withheld, but it is likely to be refused if there is a conflict or potential conflict of interest. For example, you wish to work for a company which provides services to the Organisation.

3. Normal Place of Work

Your normal place of work will be **XXXXXX** (standard office address).

For homeworkers only (delete next 2 paragraphs if not a homeworker) Your normal place of work is at your home address which is currently *[insert home address details]*. You are required to **inform** the Organisation as soon as possible if you plan to change your home address. You must ensure that all property and **records** of the Organisation is kept in a secure place in your home and is not **accessible** to people not employed by the Organisation

You may be required to attend the Organisation's address at *[insert Council address details]* from time to time as required by the needs of the business to attend client/team/appraisal meetings, or any disciplinary/grievance hearings.

The Organisation may from time to time require you to work at other locations on a temporary basis and may request you to work elsewhere permanently.

There are no particulars to be entered in this statement with regard to working outside the United Kingdom.

4. Reporting Arrangements

Your post reports to the **LINE MANAGER JOB TITLE** – (for the Clerk this will say “As the Clerk you are responsible to the whole Council and you do therefore not have an individual line manager. On a day to day basis for leave requests and sickness reporting, for example, you will liaise with the Chairman / Chair of the Staffing Committee).

5. Remuneration & Benefits

With effect from the commencement of your employment your salary will be **(SALARY) per annum / month / week / day (delete as appropriate)** and shall accrue from day to day (where it is necessary to calculate a daily figure it will comprise 1/365 of the total). Your salary is payable **monthly / weekly** in arrears by **credit transfer / cheque**.

Insert any particulars of scale or rate of remuneration, or of the method of calculating remuneration.

Part time pay is calculated by pro-rata reference to the standard working week for full time employees of 37 hours.

[list any additional benefits the employee may be entitled to i.e. a car parking pass if applicable]

Guidance note - delete before issuing document

You must ensure that any salary offered complies with the National Minimum Wage (NMW) – there is a statutory minimum amount per hour that you must pay your employee. There are different levels of NMW, depending on age and whether the employee is an apprentice. These rates change each year. The most recent figures can be obtained from the LCHR or the ACAS website <http://www.acas.org.uk/>

6. Pay Reviews

In the first year of employment employees joining prior to XXX will be considered for a pay review in XXX of that year.

Employees joining on or after the XXX will not be considered for a pay review until the following year; the starting salary will have taken account of the current pay review.

Thereafter, pay is reviewed on an annual basis in XXX each year. Although pay will be reviewed this does **not** indicate that pay increases are an automatic right. Possible pay increases are related to satisfactory performance in the role, comparison with the external labour market as well as the budgetary constraints on the organisation. Any pay increases are awarded at the absolute discretion of the organisation.

7. Hours of Work

Your normal hours of work will be XXX hours per week and will be worked [insert time] to [insert time] [insert day] to [insert day] with [insert length of time] off for lunch each day. Should you wish to vary your hours or working pattern this will need to be agreed with your manager in advance.

or

Your normal hours of work will be XXX hours per week to be worked at times agreed with your manager.

You will never/occasionally/regularly be required to work nights (delete as appropriate).

You may be required to adjust or extend your hours as is necessary to meet the needs of your job. Where such an adjustment results in working in excess of 37 hours in any one week you will normally be expected to take this off as Time Off In Lieu (TOIL) at a suitable time to be agreed with your manager.

And/or

Exceptionally, and with the PRIOR written agreement of your line manager, you will be entitled to additional payment at your normal hourly rate for work done on weekdays and at 'time plus XX ' for work done at weekends or on a public holiday. (Without

prejudice to the definition of a day's pay or to the Organisation's right, within reason, to require you to work weekends, an hourly rate of pay will be calculated as one 52nd of annual salary divided by 37).

Guidance note - delete before issuing document

Employees do not have a legal right to have a paid day off on a public holiday.

If you work more than six consecutive hours per day, you are entitled to a daily 20-minute **unpaid** meal break by arrangement and at times convenient to the Organisation.

In order to comply with Working Time Regulations, you must inform the Organisation if you have additional employment, with another employer. If your working hours exceed 48 in any working week, it is your responsibility to inform the Organisation immediately.

8. Termination of Employment

Your employment with the Organisation may be terminated in the circumstances detailed below:

- a. by you giving us not less than **one / three months** notice in writing
- b. by the Organisation giving you statutory notice. Currently the statutory notice period is
 - One week if your period of continuous employment is longer than one month but shorter than two years.
 - One week for each year of continuous employment up to a maximum of 12 weeks.
- c. summarily by the Organisation without notice or payment in lieu of notice if you are guilty of any serious breach of your contract of employment, you are grossly negligent; demonstrate serious deficiencies in performance or if you commit an act of gross misconduct.

On termination of employment for **whatever** reason you must return all Organisation property, including but not confined to, documents (in hard copy or machine readable form), motor car, car and office keys, security pass, credit cards, computers and other office equipment.

The Organisation retains the right to deduct the cost of any equipment or property that is not returned or is returned in a damaged condition due to your actions, from your final pay.

Where you have entered into a separate deduction agreement with the Organisation, any outstanding costs detailed in the agreement will be deducted from your final pay.

The Organisation reserves the right to require employees to remain at home for all or some of their notice period. This may apply whatever the reason for termination and will be at the complete discretion of the Organisation. The Organisation reserves the right to make payment in lieu of notice.

9. Annual Leave (with pay)

The Organisation leave year runs from 1 January to 31 December. You are entitled to [XX working days leave or insert number of hours if part time or has irregular work pattern/days holiday per year], plus public holidays, in any one leave year. In any incomplete year of employment you will be granted XX days leave for every completed month of employment.

Guidance note - delete before issuing document

All workers, whether part-time or full-time - are legally entitled to 5.6 weeks of paid annual leave. This is set out in the Working Time Regulations. A week of leave should allow workers to be away from work for a week - i.e. it should be the same amount of time as the working week. As an example if a worker does a five-day week, he or she is entitled to 28 days leave. If they work a three-day week, the entitlement is 16.8 days leave. However, for a worker who works 6 days a week the statutory entitlement is capped at 28 days.

Employees do not have a legal right to have a paid day off on a public holiday.

Unused holiday entitlement may not be carried forward to the next holiday year.

OR

Unused holiday entitlement may be carried forward to the next holiday year. The amount of holiday that can be carried forward into the next holiday year is limited to [insert number of days] and is at the total discretion of your line manager.

Guidance note - delete before issuing document

Employees do not have a legal right to carry over unused holiday entitlement. You can allow your employees to carry forward holiday that is on top of this if you wish.

Annual holiday entitlement during your first year of employment accrues at the rate of one twelfth of the full annual holiday entitlement, on the 1st of each month, in advance. Thereafter you will be entitled to your full annual holiday entitlement each year and there is no requirement to accrue holiday rights.

You will be paid at your normal rate of pay in respect of periods of annual holiday. Overtime will not be included in the calculation of holiday pay

As you have no normal working hours you will be paid your average pay in the 52 weeks prior to your holiday. (delete if not appropriate)

As you have normal working hours but the days of the week or the times of the day the work is done varies [i.e. **shift workers**] you will be paid the average number of normal weekly hours multiplied by your average pay during the 52 weeks prior to your holiday. (delete if not a shift worker).

You are required to submit annual holiday requests to management as soon as possible, giving a minimum of one month's notice prior to the requested annual holiday start date. Requests for annual holiday will be granted on a 'first come, first served' basis. The granting of all holiday requests will be subject to adequate cover being available and the overall needs of the Organisation being met.

All periods of annual holiday must be authorised in advance by management. You must not make firm annual holiday arrangements prior to receiving confirmation from management that your request has been authorised.

No more than two weeks of annual holiday entitlement can normally be taken at one time. In exceptional circumstances you may be permitted to take annual holiday in excess of two weeks at the sole discretion of management.

If you take unauthorised annual holiday you will be subject to disciplinary action.

The Organisation may require you to reserve a specified amount of annual holiday entitlement to be taken at a time set by the Organisation, depending on the needs of the service. You will be given as much notice as possible of such a requirement. If the needs of the Organisation change and you are no longer required to reserve the annual holiday for such purposes, you will be informed of this and will be able to take this period of annual leave at any time.

On termination of your employment, if you have exceeded your pro rata entitlement, the excess will be converted to a daily rate and deducted from any sums due to you. If you have any unused leave the Organisation may require you to take leave during the notice period or, alternatively, pay you in lieu.

10. Sickness Absence and Sick Pay

You are required to notify the Organisation as soon as possible of your sickness absence and the reasons for it. You should do this personally at the earliest opportunity to **insert name/job title** and by no later than **time - insert details** on the first day of your absence. Failure to do so may result in disciplinary action.

Particulars of any terms and conditions relating to incapacity to work due to sickness or injury, including any provision for sick pay, are explained in the Organisation's Sickness Absence Policy. This will be given to you when you start your employment and **can be found [insert where this document can be accessed e.g. Council intranet] (delete as appropriate).**

Self-certification is allowed for a maximum of **insert number of days** after which a Doctor's Certificate must be provided.

You are entitled to contractual sick pay at your normal rate of pay for a maximum of **insert number of days** for any one period of incapacity. This payment includes your entitlement to Statutory Sick Pay (SSP) or other Social Security benefits.

You will be entitled to a maximum of **insert number of days** sick pay in any one year. This is subject to the requirements to notify the Organisation and provide evidence of incapacity.

Thereafter you may be entitled to Statutory Sick Pay.

OR

You are not entitled to contractual sick pay. You may be entitled to Statutory Sick Pay.

Guidance note - delete before issuing document

All employees between the ages of 16 and 65 are entitled to claim Statutory Sick Pay (SSP) as long as they receive a certain level of average earnings per week. For SSP purposes an "employee" is classed as someone who attracts employers' liability for Class 1 National Insurance Contributions, or would if his or her income was high enough. If the employee does not earn enough to qualify for SSP at the point they commence their employment the written statement should still state that the employee would be entitled to SSP subject to the criteria set out by HMRC to avoid the clause being void as they may become eligible in the future.

Once your entitlements to Organisational sick pay **and/or** SSP have been exhausted, all payments will cease until you return to work.

You may, at the Organisations expense, be required to submit to such medical examinations and tests as may reasonably be required.

11. Other Paid Leave

Your entitlements to Statutory Maternity, Paternity, Adoption, Shared Parental Pay and Parental Bereavement Leave are outlined in the Council's Managing Absence Policy which can be found [**insert where policies are located**]

12. Pensions

The Organisation is a member of the Local Government Pension Scheme, which operates a contributory pension scheme, which you are entitled to join. The particulars of terms and conditions relating to the Scheme are explained in the scheme documentation. **This will be given to you when you start your employment/can be found insert where this document can be accessed e.g. Council intranet (delete as appropriate).**

There is a contracting-out certificate in for this employment, in England under that Pensions Scheme Act 1993. (delete as appropriate)

Or

You will be automatically enrolled into the Organisations pension scheme, the details of which will be given to you when you start. If you do not wish to remain in the ~~scheme~~ you must notify us of this in writing.

OR

you will not be automatically enrolled in a pension scheme. You do have the right to request to join a scheme and details will be provided upon request”

13. Training

Training will be on the job and any specific additional needs will be discussed during your probationary period

Or

You are ~~expected~~ to complete the following training which will be provided by the Council [name the courses/training] Further information will be provided by your manager.

14. Collective agreements

The following collective agreements with trade unions or other employee groups, which directly affect the terms and conditions of your employment are:

[insert agreement name] between [insert Name of Council Parish/Town Council (*delete as appropriate*)] and [insert trade union or other employee group name].

OR

There are no collective agreements with trade unions or other employee groups affecting this employment.

Guidance note - delete before issuing document A collective agreement is made between an employer or employer's association and a group of employees. The employees may be represented by a trade union or by some other employee group to which they subscribe. A collective agreement can cover a range of employment issues including notice periods, holiday and pay. The parties involved in a collective agreement do not have to include the employer.

15. Health and Safety

The Organisation requires you to comply with your obligations under the Health and Safety at Work Act 1974, other relevant legislation and the Organisation's policies relating to Health & Safety. You must report to your manager any unsafe working conditions, practices, equipment or machinery and all accidents, dangerous occurrences and near misses at work regardless of whether injury occurs to any person or damage is caused to property.

16. Disciplinary and Dismissal Procedure

A copy of the Organisation's Code of Conduct is in the [Employment Handbook / on the Organisations Intranet](#), which will be given to you on your first day of employment.

The Organisation expressly reserves the right to suspend you from employment pending investigation of any disciplinary or related matters. During any such period of suspension you will be paid your full basic salary.

The Organisation has a non-contractual disciplinary and dismissal procedure, which does not form part of this Agreement and may be changed from time to time. This is available in the employee handbook.

If you are dissatisfied with any disciplinary decision affecting you, the process for appeal is outlined in the disciplinary policy.

17. Grievance Procedure

If you are dissatisfied with any aspect of your employment the matter should be raised in the first instance with your manager. The procedure for pursuing any employment-related grievance (other than one related to discipline) is set out in the Organisation's Grievance Procedure. This is available [[state where located](#)].

The grievance procedure is not contractual and does not form part of this Agreement and may be changed from time to time at the discretion of the Organisation.

18. Changes to Terms of Employment

The Organisation reserves the right to make reasonable amendments to your contract of particulars of employment.

In addition to the terms of this Agreement you are required to comply with the notices, instructions and other directions which the Organisation may issue from time to time.

The Organisation may make reasonable changes to your terms and conditions of employment; and these will be confirmed to you in writing within one month of them taking effect. You will be deemed to have accepted any change made in this way unless you notify the Organisation to the contrary in writing within one month of receiving notice of a change.

19. Confidential Information and Publicity

You are obliged at all times to protect commercial information belonging to the Organisation, its customers and contractors. You must not disclose Organisational information without prior authorisation. These obligations continue after you leave the Organisation.

You should not communicate Organisational information to any member of the press or the media without prior permission from your manager, unless to do so is within the scope of your responsibilities.

20. Inventions and Intellectual Property

You are required immediately to disclose to the Organisation any invention or other intellectual property discovered or created by you during the course of your employment by the Organisation and any such invention or other intellectual property so created shall (subject to the provisions of the Patents Act 1977 and the Copyright Designs and Patents Act 1988) belong to and be the absolute property of the Organisation. You agree to take any actions reasonably required by the Organisation at its expense to protect such inventions or intellectual property and to vest ownership in the Organisation or its nominee.

21. Computer Equipment

You must observe all legal requirements and Organisational rules regarding the use of computer equipment and data protection. Computer software must not be used for work unless it is properly licensed and is used only in accordance with the license. You will have access to the internet in order to help you with your work. This access must not be abused. You may use the internet for personal use, if agreed by your manager. Any personal use should be in your own time and should not be excessive. You should not visit sites which may cause offense to others (e.g. racist, sexist etc.). Inappropriate use of the internet will lead to disciplinary action.

22. Data Protection

You shall make yourself aware of the Organisation's policies on data protection with regard to data processing undertaken by you in the course of your duties and act in accordance with those policies at all times, including exercising reasonable care to keep safe all documentary or other material containing confidential information. You shall inform the Organisation immediately upon discovery of a data breach. Failure to do so may result in disciplinary action being taken against you, up to and including dismissal. You 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.

The Organisation collects and processes certain types of data about you and does so in line with the General Data Protection Regulation and the Data Protection Act 2018. Please read the Company's Privacy Notice which can be found **insert details** for more information about the types of data processed and the reasons for the processing.

23. Deductions from Salary

For the purposes of the Wages Act 1986, you hereby authorise the Organisation to deduct from your remuneration any amounts due from you to the Organisation including without limitation, any over-payments, loans or sums advanced to you by the Organisation. You will be informed, prior to any deductions being made, of the amount(s) outstanding and the rate of deduction.

24. Entitlement to work in the UK

Your employment is conditional on you being legally entitled to live and work in the UK. If your status changes and you are no longer entitled to live or work in the UK, your employment will be terminated without notice or payment in lieu of notice.

25. Definitions and Interpretations

“Your manager” means any person to whom you may be required by the Organisation to report.

“Intellectual Property” includes (without limitation) letters patent, trademarks whether registered or unregistered, designs, copyright or applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how, business names whether registerable or not, moral rights and any similar rights in any country.

Any reference to a statutory provision shall be deemed to include a reference to any statutory modification or re-enactment of it.

This Agreement is governed by English law. The section headings and clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.

Any delay by the Organisation in exercising any of its rights under this Agreement shall not constitute a waiver thereof.

This Agreement supersedes any previous correspondence and any prior agreement between yourself and the Organisation and forms the sole basis of any contractual relations between yourself and the Organisation except rights and obligations implied by law.

If any provision of this Agreement is found by a Court or other competent authority to be void or unenforceable, such provisions will be deemed to be deleted from the contract and the remaining provisions shall continue in full force and effect.

The foregoing particulars are agreed as accurately representing terms of the contract of employment as at 1 April, 2020.

Signed for the Organisation

Signed by

Name.....

Name.....

Title:

Address.....

Date.....

.....

Date.....

HORNDEAN PARISH COUNCIL

STAFF MEETING

Date: 16 November 2020

AGENDA ITEM: 6 a 7

SUBJECT OF REPORT: Disciplinary and Grievance Policy Procedures

On the 16 March 2020, the attached Disciplinary and Grievance Policies were agreed at the meeting of the Staff Committee, and to be recommended to Council subject to approval by the Hampshire Association of Local Councils (HALC).

The policies were sent to HALC shortly before lockdown due to the COVID-19 crisis, and therefore the process was delayed. It transpires that HALC has since produced an updated version of both policies – please see attached. In view of this they are not now minded to advise on the Councils individual written procedures.

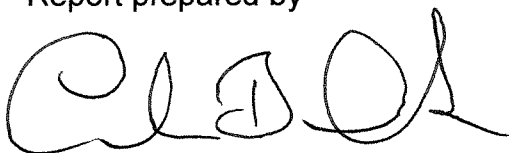
Members of the Staff Committee updated both existing policies to provide the final version, however given the latest updates it may be advantageous for these to be considered.

Recommendation

Committee members may wish to accept the original documents as previously agreed, or amend further to incorporate in part the updates provided by HALC.

Alternatively, may seek to recommend to Council HALC's submission in its entirety.

Report prepared by



Carla Baverstock-Jones
Chief Officer



HALC TO APPROVE

17/11/15

HORNDLEAN PARISH COUNCIL

Disciplinary procedure

Policy

The Council aims to ensure that there will be a fair and consistent approach to the enforcement of standards of conduct throughout the organisation. This policy and procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. This policy also aims to resolve problems of conduct or performance and wherever possible to avoid dismissal.

The following list provides examples of conduct that will normally be regarded as misconduct leading to disciplinary proceedings. The list is not exhaustive and are only examples:

- i. Unsatisfactory time keeping.
- ii. Absenteeism, including any absence from work during a working day without prior authorisation or instruction.
- iii. Failure to comply with rules and regulations applicable to job requirements.
- iv. Failure by an employee to perform the duties and responsibilities of his or her post to the standard expected by the council.
- v. Insubordination.
- vi. Any other conduct that from time to time is defined by the council as amounting to misconduct.

Purpose and scope

The organisation's aim is to encourage improvement in individual conduct or performance. This procedure sets out the action that will be taken when disciplinary rules are breached.

Principles

- The procedure is designed to establish the facts quickly and to deal with disciplinary issues consistently.
- No disciplinary action will be taken until the matter has been fully investigated. The employee will be advised in writing of the nature of the complaint against him or her and the arrangements for the hearing.
- Employees will have the opportunity to state their case at every stage at a disciplinary hearing and be represented or accompanied, if they wish, by a trade union representative or a work colleague.
- An employee has the right to appeal against any disciplinary penalty. An appeal hearing will be arranged as soon as possible and will be conducted by the Staff Committee or the Appeals Committee where appropriate.
- The right of representation does not extend to investigatory meetings.

A Final Written Warning will set out:

- i. the nature of the offence and the improvement required (if appropriate) and over what period;
- ii. the likely consequences of any further offence or failure by the employee to improve his/her conduct to an acceptable standard;
- iii. that further offences will result in more serious disciplinary action; and
- iv. the employee's right to appeal.

Stage 3 – Dismissal or action short of dismissal

If the conduct or performance has failed to improve, or further misconduct occurs within the time specified within the Final Written Warning, the employee may be subject to demotion, suspension or dismissal.

The following formal disciplinary procedure will be followed:

The Staff Committee will investigate the alleged misconduct and will establish the facts surrounding the complaint as necessary, taking into account the statements of any available witnesses.

The Staff Committee will set out in writing the alleged conduct or other circumstances which lead the council to contemplate dismissing the employee, and the basis for the allegation, and will send the employee a copy of the statement inviting the employee to attend a disciplinary meeting to discuss the matter. The employee will be provided with a reasonable opportunity to consider his or her response to the information provided in the statement before attending the meeting. The employee must take all reasonable steps to attend the meeting.

Disciplinary meetings will normally be convened within 5 working days

If the time or date proposed for the meeting is inconvenient (either for the employee or for the employee's companion should he or she wish to be accompanied to the meeting). The employee may ask to postpone the meeting by up to 5 working days.

The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated.

After the meeting, the Council will inform the employee of their decision and any applicable sanction within 5 working days. The meeting may be reconvened for this purpose. The decision will be confirmed to the employee in writing.

COUNCIL DISMISSAL PROCEDURE FOR USE IN GROSS MISCONDUCT.

Gross misconduct

If an employee has committed an offence of the following nature the normal consequence will be dismissal without notice or payment in lieu of notice:

- theft, fraud
- any involvement in bribery, giving, receiving or facilitating bribes
- unauthorised entry to computer records or deliberate falsification of records
- a serious breach of the organisation's rules on email and internet usage, health and safety policy, harassment policy or data protection policy
- fighting or assault
- deliberate or reckless damage to Council property
- an inability to perform job duties through being under the influence of alcohol or drugs
- a serious breach of the Council's safety rules or a single error due to negligence which causes, or could have caused, significant loss, damage or injury to the organisation, its employees or customers
- conviction of a criminal offence that makes the employee unsuitable or unable to carry out his or her duties
- a serious act of insubordination, such as deliberate refusal to carry out proper instructions
- acts of bullying, harassment or discrimination
- a serious breach of trust or confidentiality.

This list is not intended to be an exhaustive, and only gives an indication of the types of offence that may be considered gross misconduct. Other incidents may also constitute Gross Misconduct

The employee may be suspended while the alleged gross misconduct is being investigated. During this time he or she will be paid their normal pay rate. Any decision to dismiss will be taken by the employer after full investigation. When this investigation has been completed the employee will be invited to attend a disciplinary meeting (at which s/he will be entitled to representation) to respond to the allegations.

In cases of misconduct (situations less serious than gross misconduct) it might also be appropriate to suspend the employee if this assists with the investigation.

The Council will send the employee a statement, setting out the allegations of misconduct that led to the employee's dismissal and the Council's basis for thinking that the employee is guilty of that misconduct. The date on which the employment is terminated will be confirmed to the employee and the employee may be reminded of any continuing obligations he or she may have following the termination of employment. This statement will also explain the employee's right to appeal against the council's decision.

[Insert name of Council] Parish/Town Council (*delete as appropriate*)
Disciplinary policy and procedure

Guidance note - delete before issuing document*

This policy needs to fit in with the council's other policies, procedures and contracts of employment. These should be legally compliant, follow good practice and accessible and understood by the employer and the employees.

The council should have the right management structure in place, with clear lines of communication in order for this policy and procedure to work in practice. The council needs to look at how they can use standing orders, committees, sub committees and delegated authority to make this work. Where individuals/committees/sub-committees are named in this policy the council needs to ensure that this is in line with the council's other policies and procedures and contracts of employment.

1. Policy

The Council aims to ensure that there will be a fair and consistent approach to the enforcement of standards of conduct and performance in the Council. This policy and procedure is designed to help and encourage all employees to achieve and maintain standards of conduct, attendance and job performance. This procedure sets out the action that will be taken when disciplinary rules are breached.

Matters which may be dealt with under this policy include discipline and dismissal for the following reasons (please note that this list is not exhaustive):

- Misconduct
- Sub-standard performance
- Harassment or victimisation
- Misuse of council facilities, including computer facilities (e.g. email and internet)
- Poor timekeeping
- Unauthorised absence

2. Principles

- Informal action will be offered, where appropriate, to resolve problems.
- No disciplinary action will be taken against an employee until the case has been fully investigated and a disciplinary hearing has taken place.
- For formal action the employee will be advised in writing of the nature of the complaint against him or her and will be given the opportunity to state his or her case before any decision is made.
- Employees will be provided, where appropriate, with written copies of evidence and relevant witness statements in advance of meetings.

- At all stages of the procedure the employee will have the right to be accompanied by a trade union representative, or work colleague.
- Any mitigating circumstances will be taken into account when reaching decisions on appropriate disciplinary penalties.
- No employee will be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will be dismissal without notice or payment in lieu of notice.
- An employee will have the right to appeal against any discipline imposed.
- The procedure may be implemented at any stage if the employee's alleged misconduct warrants such action.

3. Procedure

Informal stage

Minor faults will be dealt with informally. Where the matter is more serious the following procedure will be used.

3.1 Stage 1

This will normally be either:

an improvement note for unsatisfactory performance if performance does not meet acceptable standards.

This will set out the performance problem, the improvement that is required, the timescale, any help that may be given and the right of appeal. The employee will be advised that it constitutes the first stage of the formal procedure. A record of the improvement note will be kept for six months, but will then be considered spent – subject to achieving and sustaining satisfactory performance

Or

a first warning for misconduct if conduct does not meet acceptable standards.

This will be in writing and set out the nature of the misconduct and the change in behaviour required and the right of appeal. The warning will also inform the employee that a final written warning may be considered if there is no sustained satisfactory improvement or change. A record of the warning will be kept, but it will be disregarded for disciplinary purposes after six months.

3.2 Final written warning

If the offence is sufficiently serious, or if there is further misconduct or a failure to improve performance to the prescribed standard during the currency of a prior warning, a final written warning may be given to the employee. This will give details of the complaint, the improvement required and the timescale. It will also warn that failure to improve may lead to dismissal (or some other action short of dismissal) and will advise of the right of appeal. A copy of this written warning will be kept but will be disregarded for disciplinary purposes after 12 months subject to achieving and sustaining satisfactory conduct or performance. In exceptional cases the period may be longer.

3.3 Dismissal or other sanction

If there is still further misconduct or failure to improve performance to the prescribed standards the final step in the procedure may be dismissal or some other action short of dismissal such as demotion or disciplinary suspension or transfer (as allowed in the contract of employment). The employee will be provided, as soon as reasonably practicable, with written reasons for dismissal, the date on which his or her employment will terminate (in accordance with the employee's notice entitlement), and will be notified of his or her right of appeal.

If some sanction short of dismissal is imposed, the employee will receive details of the complaint, will be warned that dismissal could result if there is no satisfactory improvement, and will be advised of the right of appeal. A copy of the written warning will be kept but will be disregarded for disciplinary purposes after twelve months subject to achievement and sustainment of satisfactory conduct or performance.

Gross misconduct

The following list provides some examples of offences which are normally regarded as gross misconduct:

- theft or fraud
- physical violence or bullying
- deliberate and serious damage to property
- serious misuse of an organisation's property or name
- deliberately accessing internet sites containing pornographic, offensive or obscene material
- serious insubordination
- unlawful discrimination or harassment
- bringing the organisation into serious disrepute
- serious incapability at work brought on by alcohol or illegal drugs
- causing loss, damage or injury through serious negligence
- a serious breach of health and safety rules
- a serious breach of confidence.

This list is not intended to be an exhaustive one and only gives an indication of the types of offence that may be considered gross misconduct.

If the employee is accused of gross misconduct, the Council may suspend him or her from work with pay while it investigates the alleged offence. This will be as brief as possible, normally for no more than five working days, and the Council will explain its reasons in writing. The employee shall not attend his or her place of work during suspension, other than for the purpose of attending disciplinary proceedings, including investigatory interviews. The employee shall not contact any other employees or contacts of the Council, except the employee's companion, without the Council's consent.

If, on completion of the investigation and the full disciplinary procedure, the Council is satisfied that gross misconduct has occurred, the result will normally be summary dismissal, i.e. dismissal without notice or pay in lieu of notice.

Disciplinary investigations

The Council is committed to ensuring that all potential infringements of disciplinary rules are fully investigated. This may entail carrying out interviews with the employee concerned and third parties such as witnesses, colleagues and managers, as well as analysing written records and information. It may also involve a search of the employee's person and/or property. The investigation report will be made available to all the parties concerned. The identity of witnesses will be kept confidential where necessary.

Where an employee is called to attend an investigatory interview, it will be made clear that this is not a disciplinary hearing.

Disciplinary hearing

An employee will be invited, in writing, to a disciplinary hearing once the investigations are complete. Prior to the meeting the employee will be informed of the nature of the allegations that are to be addressed. The disciplinary hearing will be conducted by members of the Council's Disciplinary Panel.

Appeals

An employee who wishes to appeal against a disciplinary decision must do so within five working days. Members of the Appeals Panel will hear all appeals and their decision is final. At the appeal any disciplinary penalty imposed will be reviewed.

If the employee wishes to appeal against a disciplinary decision, he or she must do so through the Appeals Panel within five working days of the receipt of the disciplinary letter. The appeal should be made in writing, stating the ground(s) on which the disciplinary penalty should be reviewed.

Members of the Appeals Panel will hear the appeal. In the rare circumstances where this is not possible, alternative arrangements will be agreed with the employee and his or her companion.

The appeals hearing will be normally held within 10 working days of receipt of the letter. The decision of the Appeals Panel shall be final.

Appeals hearing

At the appeals hearing, the employee will be given opportunity to state the ground(s) on which the appeal is made. The Disciplinary Panel who took the original decision will then have the opportunity to explain their decision to impose the given

penalty. The members of the Appeals Panel conducting the appeal may exercise discretion as to whether or not the two parties will be present together during the proceedings. The hearing will be adjourned when all the evidence has been heard. The members of the Appeals Panel conducting the appeal will consider the merits of the appeal, in private, before reaching a decision.

The members of the Appeals Panel will, whenever possible, verbally inform the employee of the decision reached and confirm this in writing no later than five working days after the hearing.

The members of the Appeals Panel has the authority to quash or reduce a disciplinary penalty or, in exceptional and appropriate circumstances, to increase it, in accordance with the penalties specified in the Council's disciplinary procedure.

An appeal hearing is intended to focus on specific factors that the employee feels have received insufficient consideration, such as:

- an inconsistent/inappropriate harsh penalty
- extenuating circumstances
- bias of the disciplining manager
- unfairness of the hearing
- new evidence subsequently coming to light.

Where an appeal against dismissal fails, the effective date of termination shall be the date on which the employee was originally dismissed.

Notes

1. Employees will receive a written invitation to all disciplinary meetings
2. Outcomes of formal meetings will be confirmed to the employee in writing.
3. The timescales listed above will be adhered to wherever possible. Each party can request an extension of the permitted timescale, however, where there are good reasons.
4. The Council reserves the right to seek assistance from external facilitators at any stage in the disciplinary procedure, in the interests of seeking a satisfactory outcome for all those concerned.
5. For employees during their first year of employment, the Council reserves the right to speed up the decision making process and may choose to follow a shortened version of the above procedure.
6. The grievance procedure should not be used for appeals against disciplinary decisions. That is the purpose of the disciplinary appeals procedure. If, however, the employee has a complaint against the behaviour of a manager during the course of a disciplinary case, they may raise it as a grievance with a senior manager. If necessary, the disciplinary procedure may be suspended for a short period until the grievance can be considered. Another manager may be brought in to deal with the disciplinary case.

Abuse of this policy

Any abuse in the application of this policy will be dealt with in accordance with The Council's Disciplinary Policy and Procedure and may possibly result in disciplinary action being taken, up to and including dismissal.

Alterations and amendments to this policy

This policy does not form part of an employee's contract of employment. The Council reserves the right to amend or withdraw this Policy at its absolute discretion, in accordance with the needs of the council.

Additional information

For further information, please contact [insert name/job title or committee/sub-committee name].

Amendment Record

Version 1: Initial Issue



HALC TO APPROVE

ITEM: 5

HORNDEAN PARISH COUNCIL

Grievance procedure

INTRODUCTION

This policy aims to encourage and maintain good relationships between the Council and its employees by treating grievances seriously and resolving them as quickly as possible. It sets out the arrangements for employees to raise their concerns, problems or complaints about their employment with the Council. The policy will be applied fairly, consistently and in accordance with the Equality Act 2010.

Procedure

Informal stage

If an employee has a grievance about their employment, the matter should be discussed informally with their immediate manager. Both should try to resolve the matter at this stage. If the matter concerns the manager the employee should contact the Chief Officer. In the case that it is the Chief Officer that is aggrieved, he or she should discuss their concern informally with the Chairman of the Staff Committee. A response will be given within five working days. If the employee wishes to pursue a formal grievance they should follow the procedure detailed below.

Formal stages

Stage 1

If the employee feels that the matter has not been resolved satisfactorily through informal discussions, he or she may submit a formal grievance in writing to the Chief Officer outlining the nature of the grievance and the outcome being sought. In the case that it is the Chief Officer that is aggrieved, he or she should write to the Chairman of Staff Committee.

The employee will receive an acknowledgement within five working days and a meeting will be arranged within 10 working days, and conducted by the Chief Officer. Prior to the meeting the organisation may carry out such reasonable investigation as necessary so that it can properly deal with the grievance. The employee, any relevant witnesses and the manager will attend the meeting and may choose to be accompanied by a colleague, or accredited trade union official. The Chief Officer will give a response within five working days of the meeting and will inform the employee of the appeals procedure.

5. Employees are encouraged to raise grievances and will not suffer any detriment from doing so. If your grievance is found to be malicious or to have been made in bad faith, however, you will be subject to the organisation's disciplinary procedure.
6. A second management representative may be invited to attend formal grievance meetings to act as a witness and note-taker.
7. The organisation reserves the right to seek assistance from external facilitators at any stage in the grievance procedure.
8. If an employee experiences difficulties at any stage of the grievance procedure (e.g. for a reason related to a disability), the matter should be discussed with the Chief Officer as soon as possible.
9. Employees can use all stages of the grievance procedure if the complaint is not a code of conduct complaint about a councillor. Employees can use the informal stage to deal with all grievance issues including a complaint about a councillor. Employees cannot use the formal stages of the procedure for a code of conduct complaint about a councillor. If the complaint about the councillor is not resolved at the informal stage, the employee can contact the monitoring officer at EHDC, who will inform the employee whether or not the complaint can be dealt with under the code of conduct. If it does not concern the code of conduct, the employee can make a formal complaint under the council's grievance procedure.
10. If the employee's grievance concerns the Chief Officer he or she should raise the matter with the Chairman of the Staff Committee.
11. Matters excluded from this procedure are as follows:
 - Appeals against salaries, pensions, disciplinary actions, and matters over which the Council has no control.
12. Information about an employee's grievance will be restricted to those involved in the grievance process. A record of the reason for the grievance, its outcome and action taken is confidential to the employee, and records pertaining to the same will be held by the Council in accordance with the General Data Protection Regulation (GDPR).
13. Audio or video recordings of the proceedings at any stage of the grievance procedure are prohibited, unless agreed by all affected parties as a reasonable adjustment that takes account of an employee's medical condition.
14. The timescales listed above will be adhered to wherever possible. Where there are good reasons, e.g. the need for further investigation or the lack of availability of witnesses or companions, timescales may be extended.

Insert Council Logo

[Insert name of Council] Parish/Town Council (*delete as appropriate*)
Grievance policy and procedure

Guidance note - delete before issuing document*

This policy and procedure needs to fit in with the council's other policies, procedures and contracts of employment. These should be legally compliant, follow good practice and accessible and understood by the employer and the employees.

The council should have the right management structure in place, with clear lines of communication in order for this policy and procedure to work in practice. The council needs to look at how they can use standing orders, committees, sub committees and delegated authority to make this work. Where individuals/committees/sub-committees are named in this policy and procedure the council needs to ensure that this is in line with the council's other policies and procedures and contracts of employment.

1. Policy

It is the Council's policy to encourage employees with grievances relating to their employment to use the procedure below to seek satisfactory solutions. The Council will try to resolve grievances as quickly as possible to the satisfaction of the individual(s) concerned. Where this is not possible, every effort will be made to explain the reasons for the decision.

If employees are not satisfied with the outcome, they have the right to pursue their grievance to the next stage. It is hoped that most grievances will be resolved during the informal discussion. Employees who have raised grievances will be treated fairly at all times before, during and after the grievance hearing(s).

Certain kinds of grievance cannot be dealt with under this procedure either because it is inappropriate or because there are already established agreements for the settlement of disputes in relation to them. Examples of these are: -

- Matters not relating to employment or matters over which the Council has no control
- Disciplinary matters
- Queries relating to statutory deductions from pay or rates of pay collectively agreed at the national or local level
- Matters relating to the pension scheme(s)

3. Relates policies and procedures

This policy is to be read in conjunction with the Council's [insert the name of policies where applicable] policies.

4. Procedure

4.1 Informal stage

If you have a grievance about your employment you should discuss it informally with [insert name of position or committee]. The [insert name of position or committee] will give a response within five working days. (See Notes 1–3 below for exceptions to this procedure.)

4.2 Stage 1

If you feel that the matter has not been resolved satisfactorily through informal discussions, you must put your grievance in writing to the Chairman of the Council. The Chairman shall report your written grievance to a Grievance Panel meeting, held in the absence of the public and the press. You will receive a reply within five working days follow this, and a meeting will be arranged. You must take all reasonable steps to attend the meeting. You, any relevant witnesses and members of the Grievance Panel will attend the meeting. You may choose to be accompanied by a colleague, lay or trade union official. The meeting may be adjourned to allow matters raised during the course of the meeting to be investigated or to give the members of the Grievance Panel time to consider the decision. The members of the Grievance Panel will give a response in writing within five working days of the meeting and will inform you of the appeals procedure.

4.3 Stage 2

If you are not satisfied with the members of the Grievance Panel's response, you may raise the matter, in writing, with the Council's Appeal Panel within five working days. A meeting will be arranged, constituted as in Stage 1, except that members of the Appeal Panel will replace members of the Grievance Panel. The members of the Appeal Panel will give a response within five working days of the meeting. The Appeal Panel's decision is final.

4.4 Investigations

The Council is committed to ensuring that all grievances are investigated fully. This may involve carrying out interviews with the employee concerned and third parties such as witnesses, colleagues and managers, as well as analysing written records and information. The investigation report will be made available to all the parties concerned. The identity of witnesses will be kept confidential where necessary.

5. Notes

1. The grievance procedure should not be used for appeals against disciplinary decisions, as that is the purpose of the disciplinary appeals procedure. If, however, you have a complaint against the behaviour of a manager during the course of a disciplinary case, you may raise it as a grievance with a senior manager. The disciplinary procedure may be suspended for a short period if necessary until the grievance can be considered.
2. Employees are encouraged to raise grievances and will not suffer any detriment from doing so.
3. The timescales listed above will be adhered to wherever possible. Where there are good reasons, e.g. the need for further investigation or the lack of availability of witnesses or companions, each party can request that the other agrees to an extension of the permitted timescale.
4. The Council reserves the right to seek assistance from external facilitators at any stage in the grievance procedure.
5. For employees during their first year of employment, the Council reserves the right to speed up the decision making process and may choose to follow a shortened version of the above procedure.
6. A copy of the written grievance and written decisions made will be placed on the employee's/ex-employee's personnel file, together with any notes or evidence taken or compiled during the course of the procedure.

6. Abuse of this policy

Any abuse in the application of this policy e.g. if an employee's grievance is found to be malicious or to have been made in bad faith will be dealt with in accordance with The Council's Disciplinary Policy and Procedure and may possibly result in disciplinary action being taken, up to and including dismissal.

7. Alterations and amendments to this policy

This policy and procedure does not form part of employees' contractual rights. The Council reserves the right to revise the contents of this policy and procedure from time to time or withdraw it at its absolute discretion, in accordance with the needs of the council.

8. Additional information

For further information, please contact [insert name/job title or committee/sub-committee name].

9. Amendment Record

Version 1: Initial Issue