

Hilton Parish Council
Clerk's Office, Peacroft Lane, Hilton, Derbyshire

Staff Employment Handbook – 11.10.2017

CONTENTS:-

1. Introduction	Page 2
2. Salary	Page 2
3. Short Time Working and Lay Off	Page 3
4. Time Clock Procedure – Clocking In and Clocking Out	Page 4
5. Declaration of Other Employment	Page 4
6. Pension	Page 4
7. Holiday Entitlement	Page 4
8. Illness & Statutory Sick Pay	Page 4
9. Parental Leave	Page 5
10. Time off for Dependants	Page 5
11. Maternity Leave	Page 6
12. Flexible Working Time Requests	Page 6
13. Paternity Pay	Page 7
14. Shared Parental leave	Page 7
15. Grievances & Discipline	
15.1. Informal Grievances	Page 8
15.2. Conduct and Performance	Page 8
15.3. Mediation	Page 8
15.4. Formal Grievance	Page 8
15.5. Formal Discipline	Page 9
15.6. Gross Misconduct	Page 9
15.7. Appeal Procedure	Page 10
16. Settlement Agreements	Page 10
17. Redundancy	Page 11
18. Health & Safety	Page 11
19. Insurance	Page 12
20. Any Other Points	Page 12
21. Death in Service	Page 12
22. Appraisals	Page 12
23. Declaration	Page 13

1. Introduction

This handbook has been produced for your benefit as an Employee of Hilton Parish Council and provides you with a source of information, as well as answers to any questions or concerns you may have whilst employed by the Council.

Naturally, your Manager is available to answer any urgent or complex problems and you should not hesitate to speak to them if you feel it appropriate. However, this handbook is intended to act in a similar way to a guidebook, answering any routine questions and queries that may crop up.

The purpose of the book is to try to be as wide ranging as possible, covering all aspects of your employment from popular issues such as holidays and pay, to what we expect to be rare events such as grievances and discipline etc. If you have questions that cannot be answered by this document, do not hesitate to raise the matter with your Manager.

2. Salary

Subject to satisfactory performance, your salary will be reviewed annually in December/January with any change implemented from April 1st of the following year. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual review, or award an additional increment for exemplary performance if it chooses to do so.

The Council reserves the right to make deductions from wages and / or final salary for the following items:-

- Failure to return Council uniform or equipment, which is the property of the Council, on termination of employment.
- Loss or damage to Council property and/or vehicles/equipment up to the value of the insurance excess, due to neglect or careless actions by the Employee.
- To recover payment made by mistake to Employees including overpayment of wages and expenses.
- To recover any money owed to the Council.
- To recover the cost of personal calls/texts made on any Council telephones.

If you are aware of any discrepancy in your payslip, you must inform both the Council's payroll provider and the Personnel Committee as soon as possible. Failure to do so may be considered to be an act of theft.

Training Costs

The Council will deduct all expenses associated with the provision of training, as well as examination fees, from the final pay of Employees who have received training at the Council's expense, and who terminate their employment at any point up to six months following receipt of the training.

Deduction for non-statutory purposes requires the written permission of the Employee. However, the Council is legally entitled to deduct any over payment of wages and / or expenses from staff wages.

3. Short Time Working and Lay Off

In the event that the Council decides it is necessary to temporarily reduce working hours or lay employees off work for a short time, the contractual right exists to do so. In both circumstances, your salary will reduce in line with the reduced working hours. There are statutory requirements in force, which govern how this must be done and the entitlements available to Employees. The Council undertakes to adhere to such requirements.

4 Time Clock Procedure – Clocking In and Clocking Out for work

1. Lengthsmen and Groundsmen are required to clock in or out when they:
 - start work at the beginning of the day (clock in)
 - take an unpaid break (clock out and clock in)
 - finish work at the end of the day (clock out)
2. Although staff are expected to arrive at work on time, it is accepted that at times there might be occasions when for unforeseen circumstances, they might arrive late. Up to 15 minutes late is acceptable and can be made up at the end of the same day. Anything over 15 minutes cannot routinely be made up and must be reported to the Parish Council Clerk, however the Parish Council does strive to be a flexible employer and the Parish Council Clerk will consider employees individual circumstances sympathetically e.g. if a member of staff clocks in late but cannot make the time up the same day due to a pre-arranged dentist appointment they may be able to make the time up the following day.
3. Time not made up on the same day will result in a deduction from wages calculated by multiplying the hourly rate by the time not made up rounded up to the nearest ¼ hour. e.g. a member of staff on an hourly rate £8 who arrives 12 minutes late and does not make the time up will have £2 deducted.
4. Staff should not clock off and on when they take morning comfort break however this break must be taken in the assigned kitchen area.
5. Staff who clock in before their assigned start time are expected to work to their assigned finish time. No additional payment will be made for this time.
6. Overtime payment will only be by prior arrangement with the Parish Council Clerk.
7. Violation of any of the procedures detailed above may result in disciplinary action which may include an oral warning, a written warning, suspension without pay and termination.
8. Under no circumstances can an employee clock in or out for another employee. Any employee found clocking in or out for another employee will face immediate dismissal for gross misconduct.
9. The Parish Council reserves the right to amend the above conditions if necessary.

5 Declaration of Other Employment

It is a condition of this Contract of Employment that you inform the Council of any alternative employment you undertake, in order to ensure that no Tax or Insurance liabilities will accrue to the Council. The Council also reserves the right to require that any other employment that you undertake does not conflict with the role or standards required to be undertaken or met in the public office of the Clerk to the Council.

6 Pension Entitlements:

All eligible Employees (earning £833 per month and aged over 21) will be obliged to join the Council's Pensions Scheme when joining, which is provided by NEST. Staff members not wishing to join the Pension Scheme will have to submit their request to withdraw during their first month of enrolment onto the Scheme.

7 Holiday Entitlement:

Full time staff are entitled to 21 days paid leave per annum, increasing to 25 days after five years continuous employment, plus 8 Bank Holidays (Spring Bank Holiday, Good Friday, Easter Monday, May Day, August Bank Holiday, Christmas Day, Boxing Day and New Year's Day). If staff are required to work on a Bank Holiday, they will be entitled to Time Off in Lieu.

Part time staff entitlements are pro-rata those of full time staff.

Holiday pay is based on an Employee's average weekly earnings.

All holiday requests will be considered by your Line Manager, depending upon:

1. How many other Employees have already requested leave during the same period.
2. No more than a maximum of two weeks are requested at any one time.
3. The request is made with a minimum of two weeks prior notice.
4. No more than 10 days can be taken consecutively unless prior agreement has been sought from your Line Manager

The Council's holiday year runs from 1st April to 31st March each year. Employees are expected to use all their entitlement during the year. Only five unused days can normally be carried over and used within the month of April, with permission from your Line Manager.

Employees who leave or join the Council during the holiday year are entitled to a pro-rata holiday allowance, based on how much of the year they work for the Council.

8 Illness and Statutory Sick Pay:

Employees should report all accidents immediately, or as soon as possible, to Their Line Manager.

In the event of time off due to illness:

1. Notification should be given as soon as possible during the first day of incapacity.
2. Employees need to complete a Council Sickness Self-Certification Form after 3 consecutive days of sickness absence.
3. A GP's Statement of illness is required after seven consecutive day's absence.
4. Unacceptable absenteeism will be addressed through disciplinary procedure.

Please note that failure to comply with the sickness reporting requirements may result in the Employee losing their sick pay for the period in question.

Employees are entitled to Council Sick Pay paid at the following rates:

Length of continuous Employment	Council Sick Pay Entitlement	
	Full Pay	Half Pay
Up to 12 months	1 month	2 months
Up to 2 years	2 months	2 months
Up to 3 years	4 months	4 months
Up to 4-5 years	5 months	5 months
Over 5 years	6 months	6 months

These payments include Statutory Sick Pay for those Employees whose weekly wage exceeds the National Insurance Lower Earnings Limit.

Employees whose weekly wage exceeds the National Insurance Lower Earnings Limit are entitled to claim Statutory Sick Pay (SSP).

The Council Sick Pay Scheme is provided subject to the provisions set out below:-

- You have accumulated a continuous period of at least four months' service and have worked normally for at least one month prior to the commencement of any incapacity to work;
- You comply with the Council's rule and regulations relating to sickness absence, notification of sickness;
- The Council will pay you sick pay as set out when you are absent from work due to illness or injury. Sick pay will be paid at your basic salary, and inclusive of any statutory sick pay that you are entitled to claim.

The Council may ask Employees who have been absent for six weeks or more through sickness, or whose health is a cause for concern for the Council, to attend a consultation with a Doctor appointed by the Council. The Employee will be asked to give their consent to this request, however failure to provide consent may be seen as a deliberate act to prevent a reasonable investigation by the Council's Management.

If the period of sickness exceeds the above entitlements, the Employee will be required to claim Incapacity Benefit.

Medical Appointments: Staff are required to make GP and Dentist appointments outside of normal working hours. Staff attending hospital appointments are required to show an appointment card to their Line Manager prior to attending the appointment.

9 Parental Leave:

Employees with more than 12 months continuous employment and who are parents of children aged under five years old, are entitled to 18 weeks unpaid leave; pro rata for part time staff.

This entitlement can be taken as a minimum of one week per annum, up to a maximum of four weeks per annum.

When taking Parental Leave, the Council needs to be given the same period of notice as for holidays, and informed that it is specifically Parental Leave that you are taking.

10 Time off for Dependants:

Employees are entitled to reasonable unpaid time off where:

1. A dependant is ill
2. Death of a dependant
3. Disruption occurs to the care of a dependant
4. Unexpected occurrences to your child

Hilton Parish Council's Management recognises a dependant as: an Employee's children, partner, parent, or other member of their immediate family. Should an Employee care for other dependants who do not fall within this definition, they should discuss the matter with their Line Manager.

The Council recognises that most of these events can occur without a great deal of warning, however we request that Employees provide as much notice as possible in the event of taking time off for dependants.

11 Maternity Leave:

All female Employees are entitled to fifty-two weeks paid Maternity Leave. Statutory Maternity Pay will be paid for the first nine months if the Employee's average weekly wage exceeds the National Insurance lower earnings limit and have been employed for a period of six months at the 15th week prior to the due date of the birth of their child. Employees need to discuss all arrangements with the Clerk/Personnel Committee prior to beginning this leave.

The remaining three months Additional Maternity Leave is options and unpaid.

Employees will need to give the Council 8 week's prior notice if they wish to return to work early from Maternity Leave within the first nine months.

Employees are required to give their Clerk/Personnel Committee twenty-eight days' notice prior to their intended return date from ordinary maternity leave at the end of nine months. No notice is required from Employees who have taken 12 months Maternity Leave.

12 Flexible Working Time Requests:

Employees with six months continuous employment are able to request an adjustment to their working hours under certain circumstances.

The Council will not be obliged to accept this request; however, refusal will be based on one or more of the following:

1. The additional costs to the business.
2. Reduced ability to meet the needs of customers.
3. Inability to share the person's workload amongst other staff.
4. Potentially damaging effects upon the quality of work produced.
5. Potentially damaging effects upon performance.
6. Inability to recruit extra staff to provide cover.

Requests to change working hours must be made in writing to the Clerk. The process of holding a meeting with the Employee making the request, and providing a written response to them should take no more than 28 days.

If the Employee who made the request is unhappy with the decision, they must address the issue through the Council's grievance procedure.

13 Paternity Leave:

New Fathers with more than six months continuous employment are entitled to two weeks paid paternity leave, paid at the same rate as SMP.

This leave must be taken within the first eight weeks of the child's birth.

Employees are required to show the Council's Management a relevant MAT B1 when making a request to take this leave.

14 Shared Parental Leave:

Parents who both have 26 weeks or more continuous employment, and who earn above the National Insurance Lower Earnings Limit, can take SPL for children born after the 4th April 2015.

Both Parents can share a total of 37 weeks statutory paid leave and 12 week's unpaid leave, following their child's birth.

Mothers must take two weeks compulsory Maternity leave immediately after the birth, (four weeks for manual workers). Following that compulsory period, both Parents can request dates to take leave totalling 37 weeks paid (35 for manual workers) and 12 weeks unpaid.

Leave can be taken by both Parents at the same time, or in alternating periods.

To take leave:

1. Both Parents must qualify in terms of earnings and length of service.
2. The Mother must give her Employer eight weeks' notice that she is ending her Maternity Leave. This can be done as early as eight weeks before the birth, (starting from February 2014).
3. The Council requires eight weeks prior notice of the dates an Employee wishes to take SPL.
4. The Council requires the following evidence that an Employee's Partner/Spouse is also entitled to SPL:
 - The Partner/Spouse's name.
 - Their National Insurance number.
 - Copies of the Partner/Spouse's pay slips for the past eight weeks.
 - A letter from the Partner/Spouse's Employer to confirm that they are entitled to SPL.
5. The Council will automatically allow any requests for just one continuous period of leave.
6. If an Employee requests two or more separate/discontinuous periods of SPL, the Council can discuss dates with the Employee, which are unacceptable for business reasons.

The Council will discuss problem dates with an Employee during the first two weeks of the eight-week notice period.

If agreement cannot be reached, the Employee will be entitled to one continuous period of SPL, starting from the date the discontinuous leave request was due to start.

7. Parents are paid at the same rate as Statutory Maternity Pay when taking SPL.

15 Grievances & Discipline:

a. Informal Grievances-

If you are unhappy with an element of your employment with the Council, you should initially discuss the matter with your Line Manager on an informal basis.

If you are uncomfortable about talking to your Lien manager, you should approach the Chair of the Council.

b. Employee Conduct / Performance-

Should the Council be unhappy with either your conduct or performance, they will initially discuss their concerns with you on an informal basis.

The purpose of this meeting will be to provide guidance and support to address the problem. For this reason, notes will be taken during this meeting, and all present will be asked to sign the notes.

A Panel of 2 Councillors will attend this meeting. There will be no entitlement to be accompanied.

c. Mediation-

In the event that an Employee is unhappy with the outcome of the Informal Grievance Procedure, or either party do not feel that performance / conduct issues are being addressed effectively, either the Clerk or the Council request that the matter be subjected to mediation.

This will involve the use of a third-party Mediator. In its simplest form, Mediation will involve the Mediator talking to either party individually, to listen to their side of the issue. If the Mediator feels that a resolution to the problem is possible, a meeting will be arranged between all parties at which the Mediator will set out their assessment of the issues and invite both party to reach their own resolution.

The resultant action plan should have the agreement and support of both parties, be set out in writing and be signed by all involved in the Mediation process.

d. Formal Grievances-

In the case of Grievances not being fully resolved at the initial informal stage, a formal written approach is required to the Council. As a consequence, a formal meeting will be held to address the matter, within seven days of receiving an Employees letter.

At this meeting Employees are entitled – and encouraged – to be accompanied by a work colleague from the Council or Trade Union Representative. Employees will be informed in writing of the outcome of the meeting within seven days.

If the Employee making the grievance is unhappy with the response to the meeting, they can issue an appeal, in writing. This Appeal must be submitted within seven days of receiving the response to the original grievance meeting.

e. Formal Discipline (for Employees with two years or more continuous employment)-

If an issue regarding an Employee’s conduct, behaviour or performance is not fully addressed by informal discussions, the Council will pursue the matter through its formal Disciplinary Procedures. Typical examples of areas of concern may be poor performance, unacceptable and unexplained absenteeism, poor conduct and behaviour at work, or lack of capability by an Employee to carry out their job.

This is a four-step procedure, which increases in the severity of its outcome if the issue is not resolved at the previous step. Each step involves a formal meeting between the affected Employee and a Disciplinary Panel, at which the Employee will be given every opportunity to put their side of the issue. Meetings will be conducted as soon as reasonably possible after the incident(s), which are being investigated to ensure that facts and witness statements are clear and up to date. At this meeting Employees are entitled - and encouraged - to be accompanied by a work colleague from the Council, or Trade Union/SLCC Representative.

If the allegation of misconduct is proven, the meeting may result in the following action being taken by the Council Management against the Employee:

STEP No	ACTION TAKEN	LIVE PERIOD	MANAGER RESPONSIBLE
1	Formal Oral Warning	Six months.	Disciplinary Panel
2	Formal Written Warning	Twelve months	Disciplinary Panel
3	Final Written Warning	Twelve months	Disciplinary Panel
4	Termination of Contract of Employment	N/A	Disciplinary Panel

Particularly severe acts of indiscipline may result in the Management bypassing Steps 1 and 2.

Employees will be informed by letter that they are required to attend a formal disciplinary meeting. This letter will include details of the allegation they are to answer, the date, time and venue of the meeting, and also inform them of their right to be accompanied by a work colleague from the Council, or Trade Union Representative if they hold such membership.

f. Gross Misconduct-

Acts of Gross Misconduct, if proven after an appropriate investigation and a Disciplinary Hearing, will result in Dismissal without notice.

Employees accused of Gross Misconduct will be suspended on full pay and receive a written invitation to a Formal Disciplinary Hearing, giving them details of the allegation they are to answer, the date, time and venue of the meeting, and also inform them of their right to be accompanied by a work colleague from the Council or trade union/SLCC representative. The letter will provide a minimum of 2 working days prior notice to the meeting.

The Council recognises the following as acts of Gross Misconduct. (This is not an exhaustive list).

- 1 Theft.
- 2 Abusive or threatening behaviour of any nature.
- 3 Being under the influence of alcohol or drugs.
- 4 Dishonesty in dealings with Management.
- 5 Sexist, racist or any other behaviour against an individual, which could be classed as creating a hostile, intimidating or threatening environment.
- 6 Breach of confidentiality.
- 7 Failing to carry out reasonable Management instructions.
- 8 Fighting and acts of aggression.
- 9 Deliberately damaging Council property.
- 10 Deliberate breaches of Council Health and Safety procedures.
- 11 Unauthorised access to Council computer files, software or any other such breach of confidentiality.

Employees who have been dismissed for acts of Gross Misconduct do have a right to Appeal against their dismissal. Appeals should be submitted within a reasonable timescale following the dismissal, and addressed to the Chair of the Council. A reasonable timescale would normally be no longer than a week following the dismissal. Employees submitting an appeal must make it clear that they are appealing against the decision to dismiss them, and set out the reasons for their appeal.

Once the Management have received notice of the Employee's decision to Appeal, they will follow the Appeal Procedure detailed below.

g. Appeal Procedure-

Employees have the right to Appeal against a decision made at any Formal Disciplinary step. Appeals should be made to the Chair of the Council in writing, and submitted within seven working days of the disciplinary meeting having occurred.

A Formal Appeal Hearing, involving the Employee and an Appeal Panel, will be held within fourteen days of receipt of the appeal request. At this meeting, Employees are entitled - and encouraged - to be accompanied by a work colleague from the Council or a Trade Union/SLCC representative.

The Employee making the appeal will be informed in writing of the outcome of the Appeal Hearing within seven days.

16 Settlement Agreements:

Either the Council or the Clerk/Employee may wish to terminate their employment with the Council by way of a Settlement Agreement.

The Council may wish to address problems of poor performance, conduct or any other reasonable employment problem by offering an Employee who has been employed for two years or more, a mutually agreed cash incentive to terminate their employment:

- The Clerk/Employee is not obliged to accept this offer.
- If they do wish to consider an offer, they have ten days to do so.
- An Employee who has been offered a Settlement Agreement must be able to take legal advice on the offer, paid for by the Council at a reasonable expense. Agreements will not be implemented unless endorsed by the Employee's Legal Adviser in the form of an Adviser's Certificate.
- Once an offer has been accepted by both parties the employment contract will terminate with full and final effect, without prejudice to either party, and a mutually agreed sum of money will be paid at an agreed date to the Employee.
- The offer of a Settlement Agreement is made by the Council on a Without Prejudice basis.

17 Redundancy:

It is the aim of the Council to avoid making Employees redundant wherever possible. Ideally, this will be achieved through finding an alternative position within the Council.

Should redundancy be unavoidable, the Council will follow the following procedure:

1. Issue a Notice of Threat of Redundancy; this will include notice of a period of consultation and the date Consultation will begin.
2. Provide those individuals affected with a period of Consultation. During this period the Council will discuss with the affected Employees:
 - Finding alternative work within the Council.
 - Reasons for the redundancy.
 - Calculating the amount of redundancy compensation Employees with two or more years continuous employment are entitled to, based on the Statutory Formula.

Statutory Formula:	
Employees Aged 18 – 21 years old	½ week's pay for every year employed under the age of 22
Employees Aged 22 – 40 years old	1 week's pay for every year employed over the age of 21
Employees Aged 41 + years old	1 ½ weeks' pay for every year employed over the age of 40
Maximum weekly wage limit - £489	Up to a maximum of twenty years

3. After the period of Consultation, a Formal Meeting will be arranged to discuss the outcome of the Consultation. Individuals will be invited by letter to this meeting and informed of their right to be accompanied.
4. Conduct an Appeal against the Formal Decision, should the affected Employee wish to do so. Appeals must be submitted in writing within 7 days of the Formal Meeting.

18 Health & Safety:

All Employees must ensure they are fully aware of all Council Health and Safety policies and procedures. Failure to comply with these policies and procedures will result in a disciplinary investigation and may be deemed to constitute gross misconduct.

In accordance with the Health & Safety at Work Act 1974, all Employees are responsible for taking reasonable care to avoid hurting themselves and others by their work activities, and reporting anything untoward to their Line Manager.

19 Insurance:

Personal Accident and Assault-

As a responsible Employer, the Council is anxious to minimise the risk to its Employees of personal accident or assault whilst performing their duties. The Council will therefore insure staff against death or permanent disablement arising from and in the course of their duties.

Fidelity Guarantee-

For the purpose of securing the Council against the loss of money or other property under the control of its Employees, or in accordance with the requirements of legislation, the Council will maintain adequate insurance's to cover such losses.

20 Any Other Points-

The Council fully conforms with all current Employment and other relevant legislation concerning:

- The Working Time Directive
- Equal Opportunities Employment
- Minimum Wage Requirements

21 Death in Service:

In the event of an Employee's death in service, any salary, pension or gratuities due to the Employee will be paid to the nominated next of kin.

22 Appraisal:

You will receive an annual Appraisal/ Development Review. Should there be any concern about your performance, other than matters of a disciplinary nature, the Council undertakes to work with you to seek to ensure that necessary training, mentoring and support is provided to ensure that agreed standards of performance are reached in a reasonable agreed time frame.

Council Training Policy

Hilton Parish Council provides all workers with fair and reasonable access to training and development which allows them to enhance their skills, knowledge and ability to achieve their best potential in their work.

All Employees have access to training on the basis of the needs of their job and the requirements of each individual.

No account is taken of race, belief, gender, length of service, hours worked or physical ability of individuals in providing access to training. The only limiting factor will be the relevance of training to the needs of the post, the individual and the financial constraints upon the Council.

23 Declaration

Please note that Hilton Parish Council may need to alter these terms and conditions when circumstances require it. When possible, all changes will ideally be with the mutual agreement of staff. However, where unilateral Management changes are made, Employees are given notice equal to that of their statutory notice entitlement.

Review Date: May 2019

Acknowledgement of Receipt - I acknowledge that I have received an up to date copy of the Staff Handbook, containing the following details concerned with my employment:

- 1. Introduction**
- 2. Salary**
- 3. Short Time Working and Lay Off**
- 4. Declaration of Other Employment**
- 5. Pension**
- 6. Holiday Entitlement**
- 7. Illness & Statutory Sick Pay**
- 8. Parental Leave**
- 9. Time off for Dependants**
- 10. Maternity Leave**
- 11. Flexible Working Time Requests**
- 12. Paternity Pay**
- 13. Shared Parental leave**
- 14. Grievances & Discipline**
 - 14.1. Informal Grievances**
 - 14.2. Conduct and Performance**
 - 14.3. Mediation**
 - 14.4. Formal Grievance**
 - 14.5. Formal Discipline**
 - 14.6. Gross Misconduct**
 - 14.7. Appeal Procedure**
- 15. Settlement Agreements**
- 16. Redundancy**
- 17. Health & Safety**
- 18. Insurance**
- 19. Any Other Points**
- 20. Death in Service**
- 21. Whistle Blowing Policy & Procedure**
- 22. Lone Working Policy & Procedure**
- 23. Internet Policy and Procedure**
- 24. Appraisals**
- 25. Declaration**

Employee's Signature: _____ **Print Name:** _____

Date Handbook Received: _____