Mrs Ruth Lyes
Clerk of the Council

17th January 2024

To:

Cllr N Atkinson	Cllr G Barber	Cllr T Blakemore
Cllr E Blyth	Cllr C Dudley	Cllr M Gaw
Cllr G Paxton	Cllr R Warren	

All other Councillors for information only

Dear Councillor

Your attendance is requested at a Meeting of the **Staffing and Strategy Committee** of Winkfield Parish Council to be held in the Meeting Room, Carnation Hall, Chavey Down Road, RG42 7PA on **Tuesday 23rd January, 7.30pm** when it is proposed to transact the business specified in the agenda hereto.

Yours sincerely

Ruth Lyes

Clerk of the Council

This meeting will be conducted strictly in accordance with Standing Orders as adopted by Council in December 2021. All Councillors are reminded to acquaint themselves with paragraph 2 (Disorderly Conduct at Meetings).

To avoid interruptions to the business of the Council, Councillors, officers, and members of the public are required to ensure that mobile phones are switched off before the commencement of the meeting.

Members should note that in the event of the fire alarm going off, they should make their way quickly to the fire exits, either via the rear or front doors and make their way to the fire assembly point in the car park.

Prior to the commencement of discussion, a time not exceeding 10 minutes is available to the public to address the Members of the Council on any matter relevant and within the Council's responsibility or which affects its area.

AGENDA

1. APOLOGIES FOR ABSENCE

To Receive apologies for absence.

2. DECLARATION OF INTEREST

Members are required to declare any personal or prejudicial interests in relation to anyitems on the agenda.

3. MINUTES OF PREVIOUS MEETING

The minutes of the meetings held on 26th September 2023 are attached at Appendix 1 for information – these have been adopted by Council.

4. POLICIES REVIEW

The following existing policies are due for review:

i. Co-Option Policy

The Clerk has reviewed the policy in line with latest topic notes issued by NALC and HALC and a revised draft policy is attached at Appendix 2 for review. Suggested additions in Green and suggested deletions in Red. The Clerk has also attached a file note at Appendix 2.1 on Co-Option Voting Process for review.

To Consider any amendments to the draft policy and agree presentation to Council for ratification.

5. NEW POLICIES

i. Dignity at Work Policy

This policy has been approved by NALC and SLCC for use by Councils in conjunction with the Civility & Respect Pledge. It is intended as a replacement for any previous Bullying & Harassment Policy (WPC current policy is attached at Appendix 3 for information). The model policy is attached at Appendix 4 for consideration.

To Consider the draft policy as a replacement to the existing WPC Anti-Harassment & Bullying Policy and agree presentation to Council for ratification.

ii. Safeguarding Policy

A draft is attached at Appendix 5 for consideration.

To Consider any amendments to the draft policy and agree presentation to Council for ratification.

6. UPDATED NALC STAFF MODEL CONTRACT

NALC have issued an updated staff model contract which is attached as Appendix 6 together with explanatory notes issued by NALC. This template contract incorporates “Green Book” terms and conditions.

To consider adoption of this updated template contract as a basis for any future staff contracts.

7. NJC PAYSCALES FOR 2023/24

Notified by the National Joint Council was issued 1st November '23 that agreement had been reached. This has been applied and backdated. A copy of the agreed rates is attached at Appendix 7 **For Noting**

8. STAFF TRAINING

The following training has been carried out by various staff members as appropriate:
Working at Height Awareness / Fire Marshall / manual Handling / PAT Testing / Asbestos Awareness
Various CPD SLCC webinars have been attended by the Clerk. **For noting**.

9. EXCLUSION OF PRESS AND PUBLIC

To Resolve that pursuant to Section 100 of the Local Government Act 1972, members of the press and public be excluded from the meeting during consideration of the following items.

10. STAFFING

Minutes of a Meeting of the
STAFFING AND STRATEGY COMMITTEE
of the Winkfield Parish Council held on
Tuesday 26th September 2023 from 7.30 pm – 9.03 pm

Those present:

Cllr N Atkinson
Cllr Dudley (Chair)
Cllr R Warren
Cllr G Barber
Cllr Ms M Gaw
Cllr T Blakemore
Cllr G Paxton

Officers: Mrs Ruth Lyes, Clerk
Mrs Annemarie Edwards, Deputy Clerk

SS 606 APOLOGIES FOR ABSENCE

Apologies were received from Cllr Blyth

SS 607 DECLARATION OF INTEREST

None.

SS 608 MINUTES OF THE PREVIOUS MEETINGS

The minutes of the meetings held on 24th January 2023 and 7th February 2023 were attached at Appendices 1 and 2 for information – these have been adopted by Council.
Noted

It was proposed by Cllr Barber, seconded by Cllr Paxton and with 2 abstentions

Agreed that the minutes of the meetings 24th January 2023 and 7th February 2023 that had been ratified by Council were a true and accurate record.

Cllr M Gaw arrived 19.32

SS 609 STAFFING AND STRATEGY COMMITTEE TERMS OF REFERENCE REVIEW

i. Draft S&S Terms of Reference was attached at Appendix 3 for consideration. The current S&S Terms of Reference were attached at Appendix 4 for reference.

Discussion followed regarding:

- the strategic remit of the committee and it was recommended that the 3/5/10 Year Plan Working Party report back to the Staffing & Strategy committee.
- the importance of staff performance management
- the importance of supporting Councillor ongoing professional development

It was proposed by Cllr Barber, seconded by Cllr Warren and unanimously

RESOLVED to **recommend** to Council that with the following amendments the updated draft Terms of Reference be adopted:

- The Chair of the Council to be the appointed Chair of the Staffing & Strategy Committee
- The 3/5/10 Year Plan Working Party report back to the Staffing & Strategy committee

ii. Consideration was given to the change of title from Staffing and Strategy Committee to Staffing, Policies and Procedures Committee

It was proposed by Cllr Atkinson, seconded by Cllr Gaw and unanimously

RESOLVED to **recommend** to Council that the title of the committee remain unchanged.

SS 610 POLICIES REVIEW

The following polices were reviewed:

i. **Climate Change Policy** - the draft climate change policy was attached at Appendix 6. This policy had been previously reviewed and adopted by Council CM 9349 with some minor changes. Minor amendments to policy as agreed at CM 9349 were considered.

Discussion followed and it was proposed that the policy should be reviewed by the Climate Change Working Party in order to reflect policy clauses that were more identifiable as SMART (Specific, Measurable, Achievable, Realistic, Timely)

It was proposed by Cllr Dudley, seconded by Cllr Warren and with unanimously

RESOLVED to recognise the existing adopted policy but to **recommend** to Council that Climate Change Working Party review for consideration an amended policy focused on SMART policy clauses.

ii. **Training Statement of Intent**

The current Training Statement of Intent (adopted June 2018) was attached at Appendix 7.

It was proposed by Cllr Barber, seconded by Cllr Gaw and unanimously

RESOLVED to **recommend** to Council for ratification that with the following minor amendments the Training Statement of Intent be adopted:

- The term “Members” be amended to “Councillors” throughout

SS 611 NEW POLICIES

i. **Time Off In Lieu (TOIL) and Flexi Working Policy**

A draft policy was attached at Appendix 8 for consideration and the Clerk reported that office staff had been consulted regarding the proposed draft policy. Discussion followed regarding TOIL rates and it was recommended that there be no differentiation between weekdays and weekends. This was due to potential issues with operational management and impact of enhanced TOIL entitlement for weekend work.

It was proposed by Cllr Paxton, seconded by Cllr Warren and unanimously

RESOLVED to **recommend** to Council that with the following amendments the draft Time Off in Lieu Policy be adopted:

- TOIL Rates – 1. TOIL will be paid at plain time

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ii. Training and Development Policy

A draft was attached at Appendix 9 for consideration.

It was proposed by Cllr Barber, seconded by Cllr Paxton and unanimously

RESOLVED to **recommend** to Council that the draft Training and Development Policy be adopted.

SS 612 STAFF TRAINING

A review of Health & Safety training has been undertaken and staff are accessing this as required e.g. manual handling, working at height, legionella, asbestos, fire awareness (full fire awareness staff training carried out July '23) **. Noted**.

SS 613 EXCLUSION OF PRESS AND PUBLIC

It was proposed by Cllr Dudley, seconded by Cllr Blakemore and unanimously

RESOLVED that pursuant to the Public Bodies (Admissions to Meetings) Act 1960, members of the press and public be excluded from the meeting during consideration of the following matters.

SS 614 STAFFING

i. **Current Staffing Costs**
A summary of current and predicted costs was attached at Appendix 10 attached for review.

Current budgeted staffing costs were reviewed with financial year outturn expected to be within budget. Predicted costs for 2024/25 were also reviewed with an aim of restricting these to within benchmarked parameters of others in the sector. **Noted**

ii. **Grounds and Facilities 'Trial Re-organisation'**

The Grounds Team was re-organised at the end of May 2023. Ongoing discussions have taken, and continue to take place between all staff involved:

The new organisation is working very well. The Clerk will continue to monitor over the next 2-3 months and will report at the Meeting of Council on 21 November 2023.

A vote of thanks to Allan Moffat for his work in supporting the Council Grounds Team during 2023 was Proposed by Cllr Dudley , Seconded by Cllr Barber and unanimously agreed.

It was proposed by Cllr Dudley, seconded by Cllr Paxton and unanimously

RESOLVED that the Clerk report to the Council at the end of November 2023 with a final recommendation

iii. **Administrative staff review**

A proposal from the Clerk was attached at Appendix 11 regarding a job evaluation review of the current post of Planning Administration Assistant. A change of job description, title and grading were proposed to reflect the work undertaken. The Clerk advised that a subsequent minor change was proposed to the Job Description attached at Appendix 11 with regard to assisting the Clerk with promoting community engagement and preparing press releases.

It was proposed by Cllr Barber seconded by Cllr Blakemore and unanimously

RESOLVED to **recommend** to Council that the Officer proposals be agreed.

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Chairman

Winkfield Parish Council

CO-OPTION POLICY – CASUAL VACANCIES

Approved: 18th July 2020
Review by: 17th July 2021 June 2027 (see 1.6)
Version: 1

1. Introduction

~~1.1~~ This policy is based on NALC ~~Legal Briefing L15-08 – Good Practice for the Selection of Candidates for Co-option to Local Councils~~ Legal Topic Note 8 July 2022 – Elections and Co-Option and HALC Key Topic Note Casual Vacancies November 2022.

1.2 Town and Parish Councils are permitted to exercise the power to co-opt a person on to the Council to fill a casual vacancy when the requirements to hold an election have not been met (i.e. the vacancy has been the subject of a public notice and less than 10 registered electors have requested an election by a deadline date specified by the Bracknell Forest Council Returning Officer).

1.3 Although seeking 'expressions of interest' is not a legal requirement, the National Association of Local Councils (NALC) recommends that councils always give public notice of vacancies because this makes the process of co-option open and transparent and should attract more potential candidates.

1.4 Whenever the need for co-option arises, Winkfield Parish Council will seek and encourage applications from anyone in the parish who is eligible to stand as a parish councillor. Councillors or parishioners can legally approach individuals to suggest that they might wish to consider putting their names forward for co-option.

1.5 The notice to co-opt will include: the method by which applications can be made; the closing date for all applications; a contact point to obtain more information and where information can be sourced electronically.

1.6 The co-option policy will be reviewed at the beginning of each new council term (usually four years).

2. Co-option - Stage 1

2.1 According to section 87 of the Local Government Act 1972, the co-option of a parish councillor occurs when a casual vacancy has arisen on the council and no poll (by-election) has been called. A casual vacancy occurs when one of the following occurs:

- a councillor fails to make his declaration of acceptance of office at the proper time;
- a councillor resigns;
- a councillor dies;
- in the case of a councillor who is disqualified by virtue of a criminal conviction, under section 34 of the Localism Act 2011 (England), the expiry of the period for making an application or appeal or, if an appeal or application has been made, the date that any such application or appeal process comes to an end; or
- on the date of a report or certificate of an election court that declares an election void;or
- a person ceases to be qualified to be a councillor for a reason not mentioned above; or
- a councillor fails for six months to attend a meeting when summoned to do so and their apologies are not accepted.

2.2 Winkfield Parish Council will notify Bracknell Forest Council of a casual vacancy and then give public notice of the vacancy to give electors the opportunity to request an election. This occurs when ten electors write to Bracknell Forest Council stating that an election is requested.

2.3 If a by-election is called, a polling station will be organised by Bracknell Forest Council and polling cards sent to residents. Winkfield Parish Council will be expected to pay the costs incurred with a by-election.

2.4 If a by-election is called it must be held, except where the vacancy occurs within six months before the date when the councillor in question would have regularly retired (e.g. four days after the next ordinary election)

2.5 If more than one candidate is nominated, a by-election will take place. When there is only one candidate they are duly elected without a ballot.

2.6 If ten residents do not request a ballot within the fourteen days of the public notice being posted, Bracknell Forest Council will inform Winkfield Parish Council that they can proceed with co-option, as follows:

- Advertise the vacancy for four weeks on the council notice boards and website.
- Advise the council that the co-option policy has been instigated.

3 Co-option – Stage 2

3.1 Insufficiency of candidates at an ordinary election also provide the parish council with authority to exercise its rights to co-opt any person or persons to fill any vacancies within thirty-five days following the date of the ordinary election.

4 Eligibility of Candidates

4.1 The parish council can consider any person to fill a vacancy provided that they be a British, Commonwealth, Republic of Ireland or European Union citizen and must be aged 18 or over. In addition, they must meet at least one of the following criteria:

- he/she is an elector for the parish; on the relevant day and thereafter they continue to be on the electoral register for the parish, or
- has resided in the parish for the past twelve months or rented/tenanted land in the parish; or
- during the whole twelve months preceding have had his/her principal place of work in the parish; or
- during the whole twelve months preceding have has lived within three miles / 4.8 kilometres (direct) of the parish.

4.2 There are certain disqualifications for election, as follows:

- holding a paid office under the local authority;
- bankruptcy;
- having been sentenced to a term of imprisonment (whether suspended or not) of not less than three months, without the option of a fine during the five years preceding the election; and
- being disqualified under any enactment relation to corrupt or illegal practice.

4.3 Eligibility of the candidates will be confirmed at Full Council by the Clerk, as per the Local Government Act 1972, s79 and s80.

4.4 All eligible candidates will be invited to attend a meeting of the Full Council following the application deadline. If candidates are unable to attend, the meeting will not be rearranged.

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5 Applications

5.1 To assist candidates, a co-option criterion has been prepared, please refer to Appendix A. This will provide candidates with guidance on areas they may wish to include on their application forms.

5.2 Candidates will be requested to:

- confirm their eligibility for the position of Parish Councillor within the statutory rules, please refer to Appendix B; and submit information about themselves by completing an application form, please refer to Appendix C.

5.3 Following receipt of application(s) and at the next Full Council meeting there will be an agenda item, as follows:

'To receive and consider written applications for the office of Parish Councillor and to co- opt a candidate to fill the vacancy for the ….. ward of Winkfield.'

5.4 Prior to Full Council where applications for co-option will be considered, applications will ideally be circulated to all Councillors at least three clear days prior to the meeting. If this is not possible, then applications will be tabled at the meeting and enough time allowed during the meeting for Councillors to consider the applications. **All applications will be marked 'strictly confidential' prior to circulation.**

6 Full Council – Co-option Meeting

6.1 Candidates will have five minutes to introduce themselves to members, give information on their background and experience and explain why they wish to become a member of Winkfield Parish Council.

6.2 After presentations have been made, members will have the opportunity to ask candidates a few questions before proceeding to vote. Note: If a candidate is unable to attend the meeting, the application can still be considered, and voting will be based on the application only.

6.3 The process will be carried out in a public session and there must be no discussion between members prior to a vote being taken. Note: where the Council is discussing the merits of a candidate and personal attributes, this could be prejudicial, and the Council should resolve to exclude members of the press and public.

6.4 If a candidate is a relative of a Councillor, that Councillor should declare a prejudicial interest and withdraw from the meeting.

6.5 When all candidates have finished giving their submissions, the Council will proceed to vote with each candidate being proposed and seconded by the Councillors in attendance. A councillor may only nominate or second one candidate. The Chairman will put the names of those nominated into alphabetical order and a vote will take place by a show of hands. Councillors have only one vote each. A recorded vote may be requested (Local Government Act 1972, schedule 12, para. 39).

6.6 In order for a candidate to be elected to the council, it will be necessary for them to obtain an absolute majority of votes cast (50% plus 1 of the votes available at the meeting).

6.7 If there are more than two candidates and there is no candidate with an overall majority in the first round of voting, the candidate with the least number of votes will drop out of the process. Further rounds of voting will then take place with the process repeated until a candidate has an absolute majority.

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6.8 Only those Parish Councillors present at the meeting may vote upon a person to fill the vacancy. Councillors will have one vote per vacancy to be filled. The Chair has the casting vote. Votes cannot be made by proxy.

6.9 The Clerk will notify Electoral Services of the new Councillor appointment, initiate 'Acceptance of Office' paperwork and 'Registration of Interests' within twenty-eight days of being elected.

6.10 If insufficient candidates come forward for co-option, the process should continue, whereby the vacancies are advertised again.

6.11 If there is more than one vacancy and the number of candidates equals the number of vacancies, all the vacancies may be filled by a single composite resolution. Note: if the number of candidates exceeds the number of vacancies each vacancy must be filled by a separate vote or a series of votes.

6.12 Where the number of candidates is less than or equal to the number of vacancies, the candidates shall be appointed to the council if they meet the s.79 eligibility criteria and they are not disqualified under s.80.

6.13 Any candidate(s) found to be offering inducements of any kind will be disqualified.

7. Elected Councillors – Co-option

7.1 Successful co-opted candidates become Councillors with immediate effect. They may remain in the meeting and take part in discussion, however will not be entitled to vote until they have signed a Declaration of Acceptance of Office as detailed in 7.2.

7.2 Co-opted members will be asked to sign a Declaration of Acceptance of Office and agree by the Local Government Code of Conduct introduced under the Localism Act 2011. They may take their seat at Council and are then able to be appointed to a committee.

7.3 Any application can be considered in a candidates(s) absence, but if successful, members would need to agree for him/her to sign the Declaration of Office in accordance with Local Government Act 1972, section 83(3), either before or at the next Full Council meeting.

8. Applying for a Casual Vacancy

8.1 Candidates who are interested in applying for a casual vacancy need to wait until the public notice appears. Candidates can write to the Parish Council directly expressing their interest in the casual vacancy and request that it considers their application when it has authority to co-opt (please refer to item no. 2 - Co-option Stage 1).

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CO-OPTED COUNCILLOR

APPENDIX A - PERSON SPECIFICATION

COMPETENCY	ESSENTIAL	DESIRABLE
Personal Attributes	• Sound knowledge and understanding of local affairs and the local community. • Forward thinking.	• Can bring a new skill, expertise or key local knowledge to the Council.
Experience, Skills, Knowledge and Ability	• Ability to listen constructively. • A good team player. • Ability to undertake a variety of projects. • An interest in local matters. • Ability and willingness to represent the Council and their community. • Good interpersonal skills and able to contribute opinions at meetings whilst willing to see others views and accept majority decisions. • Ability to communicate succinctly and clearly. • Ability and willingness to work closely with other members and to maintain good working relationships with all members and staff. • Ability and willingness to work with the Council's partners (e.g. voluntary groups, other parish Councils, principal authority, charities). • Ability and willingness to undertake induction training and other relevant training. • Ability and willingness to attend meetings of the Council. • Ability and willingness to represent the Parish Council at other meetings, as necessary.	• Experience of working with voluntary and or local community / interest groups. • Basic knowledge of legal issues relating to town and parish Councils or local authorities • Experience of delivering presentations.

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Tel: 01344 885110
Email:info@winkfieldparishcouncil.gov.uk
Web site: www.winkfieldparishcouncil.gov.uk

APPENDIX B - COUNCILLOR CO-OPTION ELIGIBILITY FORM

1	Are you a British subject, citizen of the Commonwealth or a citizen of the European Union		Yes/No
2	On the 'relevant date' (i.e. the day on which you are nominated or if there is a poll on the day of election) are you 18 years of age or over?		Yes/No
3	Please tick the statements below that apply to you, as follows: (note that at least one of the following criteria needs to be met)		✓
	a)	I am registered as a local government elector for the parish of Winkfield.	
	b)	I have, during the whole of the twelve months preceding the date of my co-option, occupied as owner or tenant, land or other premises in the parish of Winkfield.	
	c)	My principal or only place of work has, during the whole twelve months preceding my co-option, been in the parish of Winkfield.	
	d)	I have during the whole of the twelve months preceding my co-option lived in the parish of Winkfield or within three miles of Winkfield.	
4	Under the Local Government Action 1972, section 80, a person is **disqualified** from being elected as a local Councillor or being a member of a local council if specific criteria are not met, as follows:		
	a)	Are you an employee of Winkfield Parish Council?	Yes/No
	b)	Are you the subject of a bankruptcy restrictions order or interim order?	Yes/No
	c)	Have you within the last five years been convicted of an offence in the UK, Channel Islands or the Isle of Man which resulted in a sentence of imprisonment (whether suspended or not) for a period of three months or more without the option of a fine?	Yes/No
	d)	Are you disqualified by order of a court from being a member of a local authority?	Yes/No
5	**Declaration** I, ... , hereby confirm that I am eligible for the vacancy of Winkfield Parish Councillor, and the information given on this form is a true and accurate record.		
	Signature:		
	Print name:		
	Date:		

WINKFIELD PARISH COUNCIL
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APPENDIX C - APPLICATION FOR CO-OPTION (CASUAL VACANCY)

First Name	
Surname	
Address including postcode	
Telephone numbers	
Mobile	
Landline	
Email address	
Please tell us something about what experience you can bring to Winkfield Parish Council; for example, previous local government experience, work in the voluntary or charitable sector, business or trade union experience. Please continue on an additional page, if required.	

Please tell us something about the skills that you can bring to Winkfield Parish Council; for example, professional qualifications, financial or project management expertise. Please continue on an additional page, if required.
Please explain why you are interested in becoming a Parish Councillor. Please continue on an additional page, required.

Please include any other information you would like to add in support of your application. Please continue on an additional page, if required.
Are there any questions that you would like to ask the Parish Council?
DECLARATION I declare that the information I have provided in this application is, to the best of my knowledge, accurate and true. **Signature:** **Date:** **Print Name:**

Please send completed applications, including the co-option eligibility form to: Parish Clerk Winkfield Parish Council Fernbank Road, Ascot Berks, SL5 8JW	For official use:	✓
	Application Checked	
	Application acknowledged	
	Date of committee meeting	
	Application decision Yes/No	
	Applicant notified of decision	

Appendix 2.1

Co-Option voting process

Clerk Note

Co-option Policy

The current WPC co-option voting process is detailed under section 6 of the co-option policy.

This states at 6.3 that the process is carried out in public session – exception to this being any discussion regarding the merits and personal attributes of the candidate.

6.5 of the policy states *" When all candidates have finished giving their submissions, the Council will proceed to vote with each candidate being proposed and seconded by the Councillors in attendance and a vote by a show of hands. A recorded vote may be requested (Local Government Act 1972, section 12, para. 39)."*

Standing Orders

Standing order only state that voting to be by show of hands

Section 3 (s) relating to Meetings Generally states with regard to voting :

Unless standing orders provide otherwise, voting on a question shall be by a show of hands. At the request of a Councillor, the voting on any question shall be recorded so as to show whether each Councillor present and voting gave his vote for or against that question.

Section 8 VOTING ON APPOINTMENTS

a. *Where more than two persons have been nominated for a position to be filled by the Council and none of those persons has received an absolute majority of votes in their favour, the name of the person having the least number of votes shall be struck off the list and a fresh vote taken. This process shall continue until a majority of votes is given in favour of one person. A tie in votes may be settled by the casting vote exercisable by the Chairman of the meeting,*

b. *This process shall be used for the co-option of members to the Council*

Advice from sector professional bodies (HALC and SLCC)

The Clerk has sought advice from HALC as to best practice to be adopted. They have advised the following:

There is no reason for the meeting to be closed for the vote, they are public officers voting for someone to take public office.

There are no reasons or circumstances that would allow the meeting to be closed to vote. I did refer to a secret ballot, which would still take place in an open meeting, but you could only include this if you have a directive about secret ballots in your Standing Orders. If you do, then this could be copied into an amended policy. If you don't, then I would suggest that you don't include any reference to holding a secret ballot within your policy, as you would need to demonstrate a very strong case that would withstand scrutiny as to whether there was a legitimate purpose and validity to take this action

It may be that a former clerk allowed voting in a closed session, even if not procedurally correct. There has been a case at another Council for a secret ballot for sensitive reasons, the closure to the public was voted on and agreed, however this is unusual as everything, where possible, should be open and transparent

I have attached the Hampshire ALC Key Topic Note on Casual Vacancies, which includes a paragraph on co-option procedure which may be useful reference if you do decide to update your policy.

The relevant extract from the Ket Topic Note is below for information:

6. Co-option procedure at council meeting (HALC Ket Topic Note)

It is always good practice to ask prospective candidates to write a letter of introduction detailing any relevant experience and why they wish to be a councillor. Councils may choose to speak to prospective councillors prior to the meeting on an informal basis particularly where there is more than one candidate for a vacancy. This can help councillors to select the most appropriate candidate.

Your Standing Orders may include a process for co-option but otherwise the following demonstrates good practice.

At the meeting, members should be informed of the names and addresses of anyone wishing to be considered or who has been nominated for consideration as a councillor.

Councillors present at the meeting must then decide if they wish to nominate any of the persons named at the meeting or any other person known to them.

Only councillors present at the meeting may nominate, second or vote upon a person to fill the vacancy.

There is no obligation upon any councillor to nominate any of the applicants if they do not consider the person suitable for the office of councillor.

Each candidate must be nominated by a councillor, and provided the nomination is then seconded, that person can be voted upon.

There is no requirement that unsuccessful candidates at previous elections should be chosen first.

Voting should be by a show of hands unless the council has adopted Standing Orders which allow another form of voting. The chairman of the meeting may exercise their casting vote in the event that there is an equality of votes.

If there is only one vacancy, then:

• A councillor may only nominate or second one candidate

• The chairman puts the names of the those nominated into alphabetical and takes a vote by show of hands

• Councillors have only one vote each

• The first candidate to receive an absolute majority of those present and voting is declared elected

In the event of no single candidate receiving a majority on the first vote, the person with the lowest number of votes is eliminated, and voting takes place on the remainder, one vote per councillor. This continues until one person receives an absolute majority.
NB. *This system for eliminating numerous candidates is not laid down by statute and thus is not mandatory. It must be specifically adopted by the council, either as a permanent Standing Order or by resolution at the time when the co-option takes place.*
If there is more than one vacancy, then:

- A councillor may nominate one person for each seat
- Each councillor has one vote per seat i.e., two votes or three votes according to the number of vacancies
- The same procedure as specified above is used to fill each separate vacancy
- The successful candidate(s) are then declared co-opted

The co-option process must take place in an open council meeting. Candidates may wish to be present in the public gallery, and there is no reason to prevent this. Successful candidates will be summoned to attend the next full meeting of the council by which time they must have signed the Declaration of Acceptance of Office and read and understood the Code of Conduct adopted by the council. The Declaration of Acceptance of Office is kept by the clerk.
The clerk should inform the District/Borough/City Council or Unitary Authority Returning Officer of the name(s) of the successful candidate(s).
All new councillors must, within 28 days of election to office, register their interests with the District/Borough/City Council or Unitary Authority Monitoring Officer. Forms are usually supplied by the Monitoring Officer or by the clerk.

The Clerk has also been advised from SLCC *" Its good practice to be transparent when voting for co-option purposes, without going into closed session"*

Winkfield Parish Council
ANTI-HARASSMENT AND BULLYING POLICY

Approved: March 2021
Review by: March 2024
Version: 1

1.0 Introduction

All staff should be able to work in an environment free from harassment and bullying and be treated with dignity and respect regardless of gender, sexual orientation, transgender status, marital or family status, colour, race, nationality, ethnic or national origins, creed, culture, religion or belief, age, or disability.

This policy and procedure provide guidance on what to do if you are concerned about bullying or harassment and what to expect if you raise concerns. It applies to all staff (whether permanent, fixed term, or casual), contractors and agency staff.

2.0 Policy

The Council does not tolerate bullying or harassment in the workplace. This is the case for work-related events that take place within or outside of normal working hours; on council property or elsewhere; whether the conduct is a one-off act or repeated course of conduct, and whether done purposefully or not.

The Council does not tolerate retaliation against, or victimisation of, any person involved in bringing a complaint of harassment or bullying. Retaliation or victimisation will also constitute a disciplinary offence, which may in appropriate circumstances lead to dismissal. You should also be aware that if a court or tribunal finds that you have bullied or harassed someone, in some circumstances the treatment may amount to a crime punishable by a fine or imprisonment.

The council will take appropriate action if any of our staff are bullied or harassed by staff, councillors, members of the public or suppliers.

3.0 What type of treatment amounts to bullying or harassment?

Bullying is offensive, intimidating, threatening, malicious or insulting behaviour, and/or an abuse or misuse of power that undermines, humiliate or injure the person on the receiving end.

Harassment is unwanted conduct related to relevant ‘protected characteristics’, which are sex, gender reassignment, race (which includes colour, nationality and ethnic or national origins), disability, sexual orientation, religion or belief and age. Harassment amounts to unlawful discrimination if it relates to a ‘protected characteristic’.

Examples of bullying and harassment include:

- Verbal abuse or offensive comments, jokes or pranks related to age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation

- Lewd or suggestive comments
- Deliberate exclusion from conversations or work activities
- Withholding information, a person needs in order to do their job
- Practical jokes, initiation ceremonies or inappropriate birthday rituals
- Physical abuse such as hitting, pushing or jostling
- Rifling through, hiding or damaging personal property
- Subjecting a person to humiliation or ridicule, belittling their efforts, often in front of others
- Abusing a position of power

It is important to recognise that conduct which one person may find acceptable, another may find totally unacceptable. All employees must, therefore, treat their colleagues with respect and appropriate sensitivity.

Bullying does not include appropriate criticism of an employee's behaviour or proper performance management.

4.0 Reporting concerns

What you should do if you witness an incident you believe to harassment or bullying

If you witness such behaviour you should report the incident in confidence to the Clerk or a councillor. Such reports will be taken seriously and will be treated in strict confidence as far as it is possible to do so.

What you should do if you feel you are being Bullied or Harassed by a member of the public or supplier (as opposed to a colleague)

If you are being bullied or harassed by someone with whom you come into contact at work, please raise this with the Clerk or a councillor in the first instance. They will then decide how best to deal with the situation, in consultation with you.

What you should do if you feel you are being Bullied or Harassed by a councillor

If you are being bullied or harassed by a councillor, please raise this with the Clerk or the Chair of the Council in the first instance. They will then decide how best to deal with the situation, in consultation with you. There are two possible avenues for you, informal or formal. The Informal Resolution is described below. Formal concerns regarding potential breaches of Code of Conduct breaches will be investigated by the Monitoring Officer.

What you should do if you are being Bullied or Harassed by another member of staff

If you are being bullied or harassed by a colleague or contractor, there are two possible avenues for you, informal or formal. These are described below.

5.0 Informal resolution

If you are being bullied or harassed you may be able to resolve the situation yourself by explaining clearly to the perpetrator(s) that their behaviour is unacceptable, contrary to our policy and must stop. Alternatively, you may wish to ask the Clerk, a colleague or another councillor to put this on your behalf or to be with you when confronting the perpetrator(s).

If the above approach does not work or if you do not want to try to resolve the situation in this way, or if you are being bullied by your own manager, you should raise the issue with the Chair of the Council. The Chair (or another appropriate individual) will discuss with you the option of trying to resolve the situation informally by:

- Telling the alleged perpetrator(s), without prejudging the matter, that there has been a complaint that their behaviour is having an adverse effect on a member of staff;
- That such behaviour is contrary to our policy;
- That for employees, the continuation of such behaviour could amount to a serious disciplinary offence.

It may be possible to have the conversation with the alleged perpetrator without revealing your name, if this is what you want. They will also stress that the conversation is confidential.

In certain circumstances we may be able to involve a neutral third party to facilitate a resolution of the problem. The Chair will discuss this with you if it is appropriate.

If your complaint is resolved informally, the alleged perpetrator(s) will not usually be subject to disciplinary sanctions. However, in exceptional circumstances (such as a serious allegation of harassment or in cases where a problem has happened before) the council may decide to investigate further and take more formal action notwithstanding that you raised the matter informally. We will consult with you before taking this step.

6.0 Raising a formal complaint…

If informal resolution is unsuccessful or inappropriate, you can make a formal complaint about the harassment or bullying to the Clerk or the Chair of the Council. A formal complaint may ultimately lead to disciplinary action against the perpetrator(s) where they are employed.

The Clerk or the Chair of the Council will appoint someone to investigate your complaint. You will need to co-operate with the investigation and provide the following details (if not already provided):

- The name of the alleged perpetrator(s),
- The nature of the harassment or bullying,
- The dates and times the harassment or bullying occurred
- The names of any witnesses and
- Any action taken by you to resolve the matter informally

<u>… against a colleague or contractor</u>

The alleged perpetrator(s) would need to be told your name and the details of your complaint for the issue to be investigated properly. However, we will carry out the investigation as confidentially and sensitively as possible. Where you and the alleged perpetrator(s) work in proximity to each other, we will consider whether it is appropriate to separate you whilst the matter is being investigated.

<u>… against a member of the public or supplier</u>

We will investigate the complaint as far as possible by contacting the member of public or the supplier's employer and asking for a response to the allegations.

… against a councillor

Formal concerns regarding potential breaches of Code of Conduct breaches will be investigated by the Monitoring Officer.

7.0 During the investigation

Investigations will be carried out promptly, sensitively and, as far as possible, confidentially. If, after an investigation, we decide that an employee has harassed or bullied another employee, then the employee may be subject to disciplinary action, up to and including dismissal.

The Council will consider how to protect your health and wellbeing whilst the investigation is taking place and discuss this with you. Depending on the nature of the allegations, the Investigator may want to meet with you to better understand your compliant. Whilst there is no Statutory right to be accompanied at investigation meetings, the Investigator will consider your request if you want to have a work colleague or union representative with you at that meeting.

8.0 Hearing

After the investigation, a panel will meet with you in a Grievance Hearing (following the Grievance Procedure) to consider the complaint and the findings of the investigation. At the meeting you may be accompanied by a fellow worker or a trade union official.

After the meeting the panel will write to you to inform you of the decision and to notify you of your right to appeal if you are dissatisfied with the outcome. You should put your appeal in writing explaining the reasons why you are dissatisfied with the decision. Your appeal will be heard under the appeal process that is described in the Grievance Procedure.

9.0 Victimisation

Employees and others who make allegations of bullying or harassment in good faith will not be treated less favourably as a result.

10.0 False allegations

False accusations of harassment or bullying can have a serious effect on innocent individuals. Staff and others have a responsibility not to make false allegations. False allegations made in bad faith will be dealt with under our disciplinary procedure.

11.0 Disclosure and confidentiality

We will treat personal data collected during this process in accordance with the data protection policy. Information about how data is used and the basis for processing data is provided in the employee privacy notice.

12.0 Use of the disciplinary procedure

Harassment and bullying constitute serious misconduct. If, at any stage from the point at which a complaint is raised, we believe there is a case to answer and a disciplinary offence might have been committed, we will instigate our disciplinary procedure. Any employee found to have harassed or bullied a colleague will be liable to disciplinary action up to and including summary dismissal.

This is a non-contractual procedure which will be reviewed from time to time.

Notes

1. Protected characteristics

A ‘protected characteristic’ is defined in the Equality Act 2010 as age, disability, sex, gender reassignment, pregnancy and maternity, race, sexual orientation, religion or belief, and marriage and civil partnership. It is unlawful to discriminate against an individual because of any of the protected characteristics.

Discrimination includes treating people differently because of a protected characteristic. Harassment is unwanted conduct related to a ‘protected characteristic’. Employees can complain of harassment even if the behaviour in question is not directed at them. This is because the complainant does not actually need to possess the relevant protected characteristic. An employee can complain of unlawful harassment if they are related someone with a protected characteristic, or because a colleague believes they have a protected characteristic.

2. Legal risks

An employee does not need to be employed to make a discrimination claim at a tribunal.

- Job applicants who believe they have not been appointed because of a ‘protected characteristic’ can make a claim.
- New or established employees who are dismissed because of a health condition can make a discrimination claim at a tribunal.
- An employee in their probationary period may claim discrimination if their employment has been ended for no credible reason.
- An employee subjected to harassment can make a discrimination claim at a tribunal.
- An employee asked to retire can make a discrimination claim at a tribunal.

Successful unfair dismissal claims are limited to a compensation cap, whereas those for unlawful discrimination have no cap.

A positive employment culture, and swift action if conduct falls beneath acceptable standards will help mitigate the risks. An unhealthy culture will make it difficult to defend claims.

The time to defend and the cost of defending tribunal claims can be significant, irrespective of the outcome.

3. Culture and behaviour

Modern day workforces are eclectic, and a positive culture throughout the council enables staff with different backgrounds and beliefs to share ideas and shape how the council achieves what councillors decide for the community.

Different people find different things acceptable. It may not be obvious that some behaviour would be unwelcome or could offend a person. Those in positions of ‘power’ over an employee may not always understand how words or actions are received. An employee may not always find it easy to communicate how they really feel. ‘Banter’ that on the face of it is reciprocated may nonetheless be unwelcomed and damaging. Others who overhear comments, or learn of them third hand, will form judgements about the culture.

Whilst both staff and councillors jointly determine what the working culture is like, councillors are key in demonstrating what is and isn't acceptable behaviour. This is apparent from how councillors behave with each other in council meetings and also in how standards of behaviour are applied through the use of informal discussion and formal policies. Examples of unacceptable behaviour at work include (but are not limited to):

- physical conduct ranging from touching to sexual advances and serious assault;
- the offer of rewards for going along with sexual advances, e.g. promotion, access to training;
- suggestions that refusing sexual advances will adversely affect aspects relating to employment (such as pay, promotion, training, work opportunities, or any other condition of employment or development;
- comments about a person's appearance;
- jokes or comments of a sexual or racial nature or about an individual's age, disability, sexual orientation or religion;
- questions about a person's sex life;
- unwanted nicknames, especially related to a person's age, race or disability;
- the use of obscene gestures;
- excluding an individual for a non-work reason
- treating an employee differently because they have, or are perceived to have, a 'protected characteristic' or are associated with someone who does;
- the open display of pictures or objects with sexual or racial overtones, even if not directed at any particular person;
- spreading malicious rumours or insulting someone;
- picking on someone or setting them up to fail;
- making threats or comments about someone's job security without good reason;
- ridiculing someone;
- isolation or non-cooperation at work; and
- excluding someone from social activities.

4. During the investigation

Employers have duty of care to provide a safe place of work. If a complaint is made, discuss how to manage working relationships whilst the allegation is being investigated and until the outcome is disclosed. This is as much for the protection of the alleged perpetrator as for the aggrieved.

Consider whether a neutral person should be offered as a 'listening ear' for both parties in the investigation. Offer other support that may be appropriate to the situation such as signposting to support groups, time off for counselling etc. If you have suspended a staff member, your duty of care continues and it's important to consider their wellbeing and mental health.

Ensure that you regularly communicate with both parties.

5. Victimisation

All employees have the right to raise genuine concerns without the fear of reprisals. If the aggrieved (or a witness) is treated differently / less favourably because they have raised a complaint, then this is victimisation. This would include isolating someone because they have made a complaint, cancelled a planned training event, or giving them a heavier or more difficult workload. Victimisation can lead to a claim to an employment tribunal.

6. False allegations

If an employee makes an allegation that they know to be untrue, or gives evidence that they know to be untrue, the Council should consider the matter under the disciplinary procedure. Such an allegation would be potentially Gross Misconduct.

7. Complaints against councillors

Following the Ledbury case, the law is clear that any formal complaint regarding a beach of the Code of Conduct must be referred to the Monitoring Officer for investigation. During the investigation, it is critical to ensure that where an employee of the council has made the complaint, that the Council agrees with the employee reasonable measures to protect their health and safety. Such measures may include a temporary change in duties, change of work location, not attending meetings with the person to whom the complaint has been made etc.

Winkfield Parish Council
DIGNITY AT WORK POLICY

(this policy replaces the Anti-harassment and Bullying Policy)

Approved:
Review frequency: Triennial
Review by:
Version: 1

Winkfield Parish Council believes that civility and respect are important in the working environment, and expect all councillors, officers and the public to be polite and courteous when working for, and with the council.

Purpose

Winkfield parish Council is committed to creating a working environment where all council employees, councillors, contractors and others who come into contact with us in the course of our work, are treated with dignity, respect and courtesy. We aim to create a workplace where there is zero tolerance for harassment and bullying

Optional to be adopted and included in this policy once Winkfield Parish Council have committed to the pledge prior to this the clause will be omitted from the adopted policy *In support of this objective, Winkfield Parish Council has signed up to the Civility Pledge, as a commitment to civility and respect in our work, and politeness and courtesy in behaviour, speech, and in the written word. Further information about the Civility and Respect Pledge is available NALC & SLCC*

We recognise that there is a continuum where unaddressed issues have the potential to escalate and become larger, more complex issues and this policy sets out how concerns will be managed however the emphasis of this policy is on resolution and mediation where appropriate, rather than an adversarial process.

This document:

- explains how we will respond to complaints of bullying or harassment.
- ensures that we respond sensitively and promptly; and,
- supports our employees in ensuring their behaviour does not amount to bullying and/or harassment by giving examples.

Scope

This policy covers bullying and harassment of and by clerks and all employees engaged to work at Winkfield Parish Council. Should agency staff, or contractors have a complaint connected to their engagement with Winkfield Parish Council this should be raised to their nominated contact, manager, or the Chair of the Council, in the first instance. Should the complaint be about the chair of the council the complaint should be raised to the vice chair.

Agency staff, or contractors are equally expected to treat council colleagues, and other representatives and stakeholders with dignity and respect, and the council may terminate the contract, without notice, where there are suspicions of harassment or bullying.

Complaints about other employment matters will be managed under the council's grievance policy.

It is noted that the management of a situation may differ depending on who the allegations relate to (e.g. employees, contractor, councillor), however, the council will take appropriate action if any of its employees are bullied or harassed by employees, councillors, members of the public, suppliers or contractors.

The position on bullying and harassment

All staff and council representatives are entitled to dignity, respect and courtesy within the workplace and to not experience any form of discrimination. Winkfield Parish Council will not tolerate bullying or harassment in our workplace or at work-related events outside of the workplace, whether the conduct is a one-off act or repeated course of conduct, and whether harm is intended or not. Neither will we tolerate retaliation against, or victimisation of, any person involved in bringing a complaint of harassment or bullying. You should also be aware that, if you have bullied or harassed someone (e.g. physical violence, harassment), in some circumstances the treatment may amount to a crime punishable by a fine or imprisonment.

We expect all representatives of the council to treat each other with respect and uphold the values of the code of conduct, [civility and respect pledge – to be added to policy once WPC have committed to the pledge], equality opportunities policy, and all other policies and procedures set by the Council.

We expect you to demonstrate respect by listening and paying attention to others, having consideration for other people's feelings, following protocols and rules, showing appreciation and thanks, and being kind.

Allegations of bullying and harassment will be treated seriously. Investigations will be carried out promptly, sensitively and, as far as possible, confidentially. See the grievance policy for further details regarding the process. Employees and others who make allegations of bullying or harassment in good faith will not be treated less favourably as a result.

False accusations of harassment or bullying can have a serious effect on innocent individuals. Staff and others have a responsibility not to make false allegations. While we will assume that all complaints of bullying and harassment are made in good faith, in the event that allegations are found to be malicious or vexatious the person raising the complaint may be subject to action under the council's disciplinary procedure.

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Harassment	•Where a person is subject to uninvited conduct that violates their dignity, in connection with a protected characteristic •Behaviour that creates a hostile, humiliating, degrading or similarly offensive environment in relation to a protected characteristic
Bullying	•Behaviour that leaves the victim feeling threatened, intimidated, humiliated, vulnerable or otherwise upset. It does not need to be connected to a protected characteristic.

What Type of Treatment amounts to Bullying or Harassment?

'Bullying' or 'harassment' are phrases that apply to treatment from one person (or a group of people) to another that is unwanted and that has the effect of violating that person's dignity or creating an intimidating, hostile, degrading, humiliating, or offensive environment for that person.

Examples of bullying and harassment include:

- Physical conduct ranging from unwelcome touching to serious assault
- Unwelcome sexual advances
- The offer of rewards for going along with sexual advances e.g. promotion, access to training
- Threats for rejecting sexual advances
- Demeaning comments about a person's appearance
- Verbal abuse or offensive comments, including jokes or pranks related to age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation
- Unwanted nicknames, especially related to a person's age, disability, gender re-assignment, marriage, civil partnership, pregnancy, maternity, race, religion, belief, sex or sexual orientation
- Spreading malicious rumours or insulting someone
- Lewd or suggestive comments or gestures
- Deliberate exclusion from conversations, work activities or social activities.
- Withholding information a person needs in order to do their job
- Practical jokes, initiation ceremonies or inappropriate birthday rituals
- Physical abuse such as hitting, pushing or jostling
- Rifling through, hiding or damaging personal property
- Display of pictures or objects with sexual or racial overtones, even if not directed at any particular person
- Isolation or non-cooperation at work
- Subjecting a person to humiliation or ridicule, belittling their efforts, whether directly and / or in front of others

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- The use of obscene gestures
- Abusing a position of power

Bullying and harassment can occur through verbal and face to face interactions, but can also take place through sharing inappropriate or offensive content in writing or via email and other electronic communications and social media.

It is important to recognise that conduct which one person may find acceptable, another may find totally unacceptable and behaviour could be harassment when the person had no intention to offend. We all have the right to determine what offends us. Some behaviour will be clear to any reasonable person that it is likely to offend – for example sexual touching. Other examples may be less clear, however, you should be aware that harassment will occur if behaviour continues after the recipient has advised you that the behaviour is unacceptable to them.

Harassment can also occur where the unwanted behaviour relates to a perceived characteristic (such as offensive jokes or comments based on the assumption someone is gay, even if they are not) or due to their association with someone else (such as harassment related to their partner having a disability for example). See the council's Equality and Diversity Policy.

All employees must, therefore, treat their colleagues with respect and appropriate sensitivity and should feel able to challenge behaviour that they find offensive even if it is not directed at them.

It is important to recognise that bullying does not include appropriate criticism of an employee's behaviour or effective, robust performance management. Constructive and fair feedback about your behaviour or performance from your manager or colleagues/Councillors is not bullying. It is part of normal employment and management routines, and should not be interpreted as anything different.

Victimisation

Victimisation is subjecting a person to a detriment because they have, in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing them or someone else, or supported someone to make a complaint or given evidence in relation to a complaint. This would include isolating someone because they have made a complaint or giving them a heavier or more difficult workload.

Provided that you act in good faith, i.e. you genuinely believe that what you are saying is true, you have a right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and the council will take appropriate action to deal with any alleged victimisation, which may include disciplinary action against anyone found to have victimised you.

Making a complaint that you know to be untrue, or giving evidence that you know to be untrue, may lead to disciplinary action being taken against you.

Reporting Concerns

What you should do if you feel you are being bullied or harassed by a member of the public or supplier (as opposed to a colleague)
If you are being bullied or harassed by someone with whom you come into contact at work, please raise this with your nominated manager in the first instance or, with the clerk/or a councillor. Any such report will be taken seriously, and we will decide how best to deal with the situation, in consultation with you.

What you should do if you feel you are being bullied or harassed by a councillor: If you are being bullied or harassed by a councillor, please raise this with the clerk/chief officer or the chair of the council in the first instance. They will then decide how best to deal with the situation, in consultation with you. There are two possible avenues for you, informal or formal. The Informal Resolution is described below. Formal concerns regarding potential breaches of the Councillors Code of Conduct must be investigated by the Monitoring Officer.

The council will consider reasonable measures to protect your health and safety. Such measures may include a temporary change in duties or change of work location, not attending meetings with the person about whom the complaint has been made etc.

What you should do if you witness an incident you believe to harassment or bullying: If you witness such behaviour you should report the incident in confidence to the clerk/chief officer or a councillor. Such reports will be taken seriously and will be treated in strict confidence as far as it is possible to do so.

What you should do if you are being bullied or harassed by another member of staff: If you are being bullied or harassed by a colleague or contractor, there are two possible avenues for you, informal or formal. These are described below.

<u>Informal resolution</u>
If you are being bullied or harassed, you may be able to resolve the situation yourself by explaining clearly to the perpetrator(s) that their behaviour is unacceptable, contrary to the council's policy and must stop. Alternatively, you may wish to ask the clerk/chief officer, your nominated manager or a colleague to put this on your behalf or to be with you when confronting the perpetrator(s).

If the above approach does not work or if you do not want to try to resolve the situation in this way, or if you are being bullied by your own nominated manager, you should raise the issue with the chair of the council. (If your concern relates to the chair, you should raise it with the chair of the personnel/staffing committee). The chair (or another appropriate person) will discuss with you the option of trying to resolve the situation informally by telling the alleged perpetrator, without prejudicing the matter, that:

- there has been a complaint that their behaviour is having an adverse effect on a member of the council staff
- such behaviour is contrary to our policy

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- for employees, the continuation of such behaviour could amount to a serious disciplinary offence

It may be possible for this conversation to take place with the alleged perpetrator without revealing your name, if this is what you want. The person dealing with it will also stress that the conversation is confidential.

In certain circumstances we may be able to involve a neutral third party (a mediator) to facilitate a resolution of the problem. The chair (or another appropriate person) will discuss this with you if it is appropriate.

If your complaint is resolved informally, the alleged perpetrator(s) will not usually be subject to disciplinary sanctions. However, in exceptional circumstances (such as extremely serious allegation or in cases where a problem has happened before) we may decide to investigate further and take more formal action notwithstanding that you raised the matter informally. We will consult with you before taking this step.

Raising a formal complaint

If informal resolution is unsuccessful or inappropriate, you can make a formal complaint about bullying and harassment through the council's grievance procedure. You should raise your complaint to the clerk/chief officer or the chair of the council. A formal complaint may ultimately lead to disciplinary action against the perpetrator(s) where they are employed.

The clerk/chief officer or the chair of the council will appoint someone to investigate your complaint in line with the grievance policy. You will need to co-operate with the investigation and provide the following details (if not already provided):

- The name of the alleged perpetrator(s),
- The nature of the harassment or bullying,
- The dates and times the harassment or bullying occurred,
- The names of any witnesses and
- Any action taken by you to resolve the matter informally.

The alleged perpetrator(s) would normally need to be told your name and the details of your grievance in order for the issue to be investigated properly. However, we will carry out the investigation as confidentially and sensitively as possible. Where you and the alleged perpetrator(s) work in proximity to each other, we will consider whether it is appropriate to make temporary adjustments to working arrangements whilst the matter is being investigated.

Where your complaint relates to potential breaches of the Councillors Code of Conduct, these will need to be investigated by the Monitoring Officer. The council will consider any adjustments to support you in your work and to manage the relationship with the councillor the allegations relate to, while the investigation proceeds.

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Investigations will be carried out promptly (without unreasonable delay), sensitively and, as far as possible, confidentially. When carrying out any investigations, we will ensure that individuals' personal data is handled in accordance with the data protection policy.

The council will consider how to protect your health and wellbeing whilst the investigation is taking place and discuss this with you. Depending on the nature of the allegations, the Investigator may want to meet with you to understand better your compliant (see the grievance policy for further information, and details of your right to be accompanied).

After the investigation, a panel will meet with you to consider the complaint and the findings of the investigation in accordance with the grievance procedure. At the meeting you may be accompanied by a fellow worker or a trade union official.

Following the conclusion of the hearing the panel will write to you to inform you of the decision and to notify you of your right to appeal if you are dissatisfied with the outcome. You should put your appeal in writing explaining the reasons why you are dissatisfied with the decision. Your appeal will be heard under the appeal process that is described in the grievance procedure.

The use of the Disciplinary Procedure

If at any stage from the point at which a complaint is raised, we believe there is a case to answer and a disciplinary offence might have been committed, we will instigate our disciplinary procedure. We will keep you informed of the outcome.

This is a non-contractual policy and procedure which will be reviewed from time to time.

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Winkfield Parish Council
Safeguarding Policy

Approved:

Review Frequency: Biennial

Review date:

Version 1.0

Introduction

Winkfield Parish Council recognises its responsibilities for the safeguarding of all children and young people under the age 18 and vulnerable adults, over the age of 18, who may be unable to take care of themselves, or unable to protect themselves against significant harm or exploitation, regardless of gender, ethnicity or ability.

All people have the right to be safe from harm and must be able to live free from fear of abuse, neglect and exploitation and to that end the Parish Council adopts this policy that applies to, and must be followed, by all Parish Councillors, staff, employees and volunteers (referred to as representatives of the Parish Council).

The following principles are those upon which this Safeguarding Policy is based:

• The welfare of a child, young person and a vulnerable adult will always be paramount.

• The welfare of families, the vulnerable and the elderly will be promoted.

• The rights, wishes and feelings of children, young people and their families and vulnerable adults will be respected and listened to.

• Those people in positions of responsibility within the Parish Council will work in accordance with the interests of those safeguarded and follow the policy outlined below.

This document is written in accordance with the 'Working Together to Safeguard Children' produced by the HM Government in 2018 and ‘The Care Act’ 2016

Policy Statement

Prevention and Reporting of Abuse and Responding to Concern

It is the duty of every representative of the Parish Council, whether that representative be a Councillor, staff, employee or volunteer, to prevent the physical, sexual or emotional abuse, neglect or exploitation of children, young people and vulnerable adults. It is the duty of all to respond to concerns about the well-being of children, young people and vulnerable adults and to report any abuse disclosed, discovered or suspected. The Parish Council will fully co-operate with any statutory investigation into any suspected abuse linked to the activity or facility of the Parish Council or Council representatives.

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Safe Recruitment, Support and Supervision of Workers

The Parish Council will exercise proper care in the selection and appointment of those working with children, young people and vulnerable adults, whether paid or voluntary. Council representatives routinely working with children, young people or vulnerable adults will be provided with appropriate training, support and supervision to promote the safeguarding of those deemed to be at risk and will be expected to be subject to enhanced DBS checks.

Safe Practice and Safe Premises

The Parish Council is committed to providing a safe environment for activities with children, young people and vulnerable adults and will adopt ways of working with them that promote their safety and well-being.

In order to promote a safe environment for children, young peoples and vulnerable adults, the parish Council will :

- Provide safe facilities and do regular safety assessments.
- Ensure that employees, councillors and leaders of activities in / on parish facilities, are aware of the safeguarding expectations.
- Ensure that the terms & conditions of hire for users of parish facilities includes a requirement that hirers working with children, young people and vulnerable adults are responsible for ensuring that all relevant Safeguarding requirements are in place and maintained in accordance with their own policy and procedures. This may include confirmation that relevant safeguarding/ DBS checks have been carried out.
- Ensure that attendees at functions are aware that parents / guardians are responsible for their children's safety.

Allegations against Staff and Volunteers

Staff and volunteers should take care not to place themselves in a vulnerable position with a child or vulnerable adult. Plan activities to involve more than one person being present or at least in sight or hearing of others.

Whistleblowing

All staff and volunteers should be aware of their duty to raise concerns about the attitude or actions of colleagues and appropriate advice will be sought from the Bracknell Forest Council Safeguarding Board.

What should be a cause for concern

Staff and volunteers should be concerned by any action or inaction, which significantly harms the physical and / or emotional development of a child or vulnerable adult. Abuse falls into four main categories and can include child sexual exploitation and female genital mutilation:

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1. Physical Abuse
2. Emotional Abuse
3. Sexual Abuse
4. Neglect

All staff and volunteers coming in to contact with children need to have an awareness of safeguarding.

Responsible People

The Parish Council has appointed the Parish Clerk as Designated Safeguarding Lead. The Designated Person for Safeguarding will oversee and monitor implementation of this policy and any resultant procedures on behalf of the Parish Council. In particular, the Designated Person for Safeguarding will:

- advise the Parish Council on any matters related to the safeguarding of children, young people and vulnerable adults, and
- take the appropriate action when abuse is disclosed, discovered or suspected.

Policy and Procedures

Each representative of the Parish Council working with children, young people or vulnerable adults, whether paid or voluntary, will be given a copy of this policy and resultant procedures and will be required to follow them.

A full copy of this policy and any resultant procedures will be made available on request to any member of the local community.

Useful Safeguarding Contact Details

Contact	Email	Phone
Bracknell Forest Multi- Agency Safeguarding Hub (MASH) To report safeguarding concerns about children and young people living in Bracknell		01344 352005 (Mon-Fri 8.30am – 5pm) Out of Hours Emergency Duty Service 01344 351999

DRAFT

Bracknell Forest Adult Social Care To report a concern about a vulnerable adult living in Bracknell		01344 351500 Out of Hours Emergency Duty Service 01344 351999
In an emergency, or if you believe an individual is at immediate risk of harm call the police on 999.		
Bracknell Forest Safeguarding Board	https://bracknellforestsafeguarding.org.uk	

DRAFT

MODEL CONTRACT OF EMPLOYMENT FOR LOCAL COUNCILS

INTRODUCTION

This model contract of employment has been drafted for NALC by WorkNest HR. It is endorsed by SLCC. It is intended as a guide to be adapted to each council's circumstances and is not intended to provide legal advice. If councils require legal advice, they can contact their county association. If councils require HR advice the can also contact their county association. We strongly recommend that HR advice is sought by councils in drawing up a contract of employment. Clerks are advised to contact the SLCC for advice. Depending on the nature of the advice needed the council may need to engage their own advisers. WorkNest provides employment support to town and parish councils on a range of employment matters and councils can engage them directly for further support.

Terms and conditions

NALC and SLCC recommends councils to offer enhanced terms that align with the best practice within the Local Government sector. This best practice is defined by the Green Book terms and conditions. Offering good terms of employment supports recruitment and retention of a high-quality workforce and demonstrates that the council is a good employer which values its staff.

This model contract incorporates Green Book terms. The National Joint Council for Local Government Services National Agreement on Pay and Conditions or 'Green Book' terms and conditions are agreed nationally and any changes (such as pay) should be automatically applied to council staff if their contract incorporates Green Book terms. In other words, the salary of a clerk on Green Book terms must be increased in accordance with nationally agreed terms. Green Book terms provide entitlements that are in excess of those set as statutory minimum under employment legislation. Councils should be aware of the full terms and conditions contained in the Green Book and will need a subscription to access this. Councils can access further information on the Green Book at https://www.local.gov.uk/local-government-terms-and-conditions-green-book

This template provides councils a contract with the Green Book terms already reflected in the relevant sections. Please note there are still choices for the council to make in this document, these are shown in **[bold square brackets]**.

NALC and SLCC encourage the use of the Green Book terms for all staff. If a council decides to offer enhanced terms and conditions for some staff but not others, care must be taken to ensure the differentiation is not unlawfully discriminatory. It would be unlawfully discriminatory if such a decision favoured one group of staff over another, where that group of staff is protected against unfavourable treatment by the Equality Act. For example, if the pay and benefits for men were better than the pay and benefits for women doing comparable work.

This model contract can be used for any council employee. It is a basic template that will require specific adaptation.

A Council must check that job applicants have the right to work in the UK before it can employ them. It is best practice to obtain the appropriate evidence at the interview stage. See Gov.Uk for more information.

Managers

Recognising that Councils are of varying sizes, where the term manager is used it is recognised this could be the clerk, chief officer, another employee of the council, full council or the staffing committee depending on the situation.

It is good practice to have a clearly identified person who is the responsible 'line manager' or equivalent contact for an employee so that there is clarity on who the employee should report concerns to, who they notify if they are sick or to request leave etc. More often for council employees this may be the clerk/chief officer, and for the clerk this could be the staffing/personnel committee who may nominate a key contact such as the chair for daily matters (such a leave approval/reporting sickness) that cannot wait for a meeting, but can be ratified retrospectively. It is NALCs recommendation that a local council appoints a staffing committee to be responsible for staffing, employment and HR matters.

How to use this model

This document contains a template for the council to edit/complete. There is an accompanying set of guidance notes that the council should refer to, while drafting a contract, to make sure they understand the terms they are committing to in the contract, and they are reflecting what is appropriate for the role and the council. It is strongly recommended that the council considers this document with the accompanying notes and seeks additional HR support when drawing up a contract of employment.

Where there are **[bold square brackets]** the council need to review and complete the appropriate information and so remove the square brackets. The council should ensure they edit the options to reflect the terms they are offering to their employee/s.

This document provides a current template that councils can issue to new employees. It is not intended to replace the contracts of existing employees. Any requirement to change the contractual terms of existing employees would require consultation and councils are advised to seek specialist advice before proceeding.

This document has been written with local councils of all sizes in mind. The same employment legislation applies whether you are a large or small local council so the contract and the legislation it cites is applicable if you have one employee or twenty employees. The contract can be used for any member of staff employed by the council.

CONTRACT OF EMPLOYMENT

This document sets out your main terms and conditions of employment. It includes the written particulars required by the Employment Rights Act 1996. The National Agreement on Pay and Conditions of Service of the National Joint Council ("the NJC") for Local Government Services ("the Green Book") applies to your employment save as amended by this contract.

Name of Employer:	**[Insert Name]** referred to as '**the Council**' '**us'** or **'we'** or '**our'**
Address of Employer:	**[Insert Address of Employer]**
Name of Employee:	**[Insert Name]** referred to as **'You'**
Address of Employee:	**Insert Address of Employee]** *(Please advise us of any change of name and/or address in writing).*
Dated:	**[Insert the date when this document is given]**

Your employment with the Council is governed by the terms and conditions contained in this agreement which starts from the start date and which supersedes all other agreements whether in writing or otherwise.

This agreement incorporates the provisions contained in any correspondence from us offering you employment and our staff policies. You will comply with any rules, policies and procedures set out in the staff policies. If there is any conflict between the terms of this agreement and the provisions of our staff policies, **[which do not/which do]** form part of your contract of employment, the terms of this agreement shall prevail. We reserve the right (to be exercised reasonably) to amend the terms of this agreement and the contents of the staff policies.

1. DATE AND DURATION OF EMPLOYMENT

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until terminated by either party giving the other the required notice as set out in this contract.

[Options for temporary appointments

Your employment under this contract will begin on **[insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on **[insert end date**] without the need for notice unless previously ended by either party giving the required notice in writing as defined in the Notice Clause below.

OR

*[*Your employment under this contract is to cover for maternity leave. It will begin on [**insert date when these terms commence]** and will continue, subject to the remaining terms of this agreement, until it ends on or around [**insert end date**] when the person you are covering for is due to return to work. You will receive the notice set out in the Notice Clause below.

Please note that your contract will not automatically renew if the person on maternity leave decides not to return to work or returns on a part time basis. We reserve the right to review the continuation and duties of the post and / or test the market at that time].

2. CONTINUOUS SERVICE

For the purposes of entitlements to annual leave, sick pay arrangements, and maternity arrangements, continuous service includes continuous previous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 applies.

Your employment under these terms will begin on **[insert start date for this contract].** Your previous service, starting on **[insert continuous service start date]** counts towards your continuous service with the council.

3. JOB TITLE

You are employed as **[insert job title].**

4. DUTIES

You are expected to perform all duties which may be reasonably required of you as set out in the attached job description.

The list of duties in the job description is not contractual and not to be regarded as exclusive or exhaustive. The Council may, at its discretion, require you to perform additional or other duties (commensurate with the grade of your post), either instead of, or in addition to, your normal duties; and may make minor amend your job description. Where substantive changes are to be made this would be by agreement and after consultation with you.

The Council requires the highest standards from you in your performance at work and your general conduct and in particular you must:

i. unless prevented by incapacity, devote the whole of your working time, attention and abilities to the business of the Council;

ii. diligently, honestly and ethically perform such duties as may from time to time be assigned to you by the Council;

iii. conduct your personal and professional life in a way which does not risk adversely affecting the Council's standing and reputation;

iv. comply with all reasonable and lawful directions given to you by the Council;

v. report your own wrongdoing and any wrongdoing or proposed wrongdoing of any other employee to your Line Manager immediately on becoming aware of it.

vii. consent to the Council monitoring and recording your use of the Council's electronic communications systems for the purpose of ensuring that the Council's rules are being complied with and for legitimate business purposes.

The council reserves the right to make reasonable changes to any of your terms of employment. You will be notified in writing of any change as soon as possible and in any event within one month of the change.

5. PLACE OF WORK

You will be based at you home address [**insert home address]** and the office, **[insert address of workplace]** which are your normal places of work. The council reserves the right to require you to work from the office for [**insert number of days**] day per week and on occasion to require you to work additional days up to **[five]** days per week from the office. On days where you are working from the office this will be considered your place of work for the day and no further payments will be made in relation to your commuting to the office.

You may be required to work elsewhere within a reasonable travelling distance either temporarily or permanently in order to properly perform your role.

During your employment with us you may be required to travel **[Specify the approximate parameters]**. You will not be required to work outside of the United Kingdom.

6. WORKING HOURS

Your normal working hours total **[insert number of hours]** per week and are worked from [**Monday to Friday]** from **[insert working times]** with an unpaid break of [**insert duration]** for lunch and such additional hours as necessary for the proper performance of your duties.

We reserve the right to amend these hours as may be reasonably required subject to consultation with you.

7. PROBATIONARY PERIOD

The first **[insert number]** months of your employment with us will be a probationary period. During the probationary period, your performance and suitability for continued employment will be monitored. We may, at our discretion, extend the probationary period and will provide you reasons for doing so.

At any time before your probationary period has been completed, either you or we may bring your employment to an end by giving one weeks' notice (unless termination without notice is appropriate). We may decide to pay you in lieu of notice.

At the end of the probationary period or soon after, your performance will be reviewed and we will write to you to tell you if you if your probation has been successful or not. You will remain on your probationary period until you have received this written confirmation. Once the probationary period is successfully completed, you will be confirmed in your role.

8. TRAINING

During your employment, we will provide training in relation to [**Insert detail of training provided].** This training will be paid for by the council. We will also provide ongoing training, as identified, to support you in your role.

Your continued employment shall be conditional upon you completing **[specify training course/qualification]** within **[date/timeframe].** We reserve the right in our absolute discretion to terminate your employment without notice or payment in lieu thereof if the training is not completed within the specified timeframe.

9. PAY AND BENEFITS

Your salary is £**[00,000]** per annum being the current salary point **[X]** within the **[X]** range in scale **[X]** as set out in the National Agreement on Salaries and Conditions of Service of Local Council Clerks in England and Wales. **[The pro-rata salary is £[00,000] p.a.]**

Subject to satisfactory performance, you will progress automatically through the range **[X]** in salary scale **[X]** by annual increments until you reach the maximum salary in the range. Your first increment will be payable on 1st April **[20XX]** and thereafter on the 1st April each year until you reach the maximum of the scale. The Council may withhold an increment if it is considered that performance fell below the level expected, following an annual appraisal, or award an additional increment for exemplary performance if it chooses to do so.

[Optional for relevant roles][In addition, one additional salary point will be added to your salary, up to a maximum of four points, for success in obtaining or already holding each of the following relevant qualifications:

1. **The Certificate in Local Council Administration (CiLCA)**
2. **The Certificate in Higher Education in Community Governance – Level 4 or one of its predecessor qualifications designed specifically for the profession**
3. **The Foundation Degree in Community Governance – Level 5 or one of its predecessor qualifications designed specifically for the profession**
4. **BA (Hons) Degree in Community Governance – Level 6 or one of its predecessor qualifications designed specifically for the profession]**

Your salary will be payable monthly in arrears on or about **[Insert date]** of each month directly into your bank or building society. Each instalment will include payment for the calendar month in which payment is made.

***[Remove for hourly paid employees* - Should it be necessary to calculate a day's pay, your current full time equivalent annual salary will be divided by 260].**

You will also be entitled to the following benefits:

i. [**Insert benefit(s) and other remuneration and whether each is contractual or non-contractual]**

We retain the right to remove your entitlement to the above non-contractual benefits at any time.

[Additional Hours – below salary point 22 employees

If you work more than your normal working hours, then subject to the Council's approval, you will be reimbursed at the appropriate NJC rate for these hours or you may take time off in lieu at a time to be agreed between you and the Council.]

[Additional Hours – other employees

If you work more than your normal working hours, then subject to the Council's approval, you may take time off in lieu at a time to be agreed between you and the Council.]

10. DEDUCTION OF WAGES

If you owe us money at any time, you authorise us to deduct any sums due to us from your salary including, without limitation, any over payment of salary; any advances or loans we have made to you; a day's or part day's pay for each day or part day of unauthorised absence. "Unauthorised absence" is not turning up for work unless your absence is due to genuine sickness and you have notified us as set out in this contract; leave for which prior permission has been granted; genuine reasons outside your control which are acceptable to us.

If you owe us money when you leave and your final salary payment is not enough to cover the whole amount owed, you will be required to repay the outstanding amount due to us within one month of leaving us.

11. EXPENSES

The Council will reimburse you when additional expenditure for travel, meals or overnight accommodation is incurred in the performance of the Council's business, provided the expenditure has been authorised in advance, receipted and approved in accordance with the Council's expenses policy. You shall abide by our policies on expenses as communicated from time to time.

Mileage payments at the NJC rate in force will be paid as long as they are approved by the Council. Please see the current rates below, unless otherwise updated by an updated agreement.

Essential Users	451-999cc	1000-1199cc	1200-1450cc
Lump sum per annum	£846	£963	£1,239
Per mile first 8,500	36.9p	40.9p	50.5p
Per mile after 8,500	13.7p	14.4p	16.4p

Casual Users	451-999cc	1000-1199cc	1200-1450cc
Per mile first 8,500	46.9p	52.2p	65.0p
Per mile after 8,500	13.7p	14.4p	16.4p

Home Working Allowance – Where you are required to work from home we will pay a home working allowance at the tax-free value set by HMRC as in force at the time. In the event that you choose to work from home, the allowance is not payable for any such period of time.

12. HOLIDAY ENTITLEMENT AND PAID LEAVE

Our holiday year runs from **[insert dates e.g.1st April to 31st March]** and your holiday accrues monthly. If your employment starts or ends part way through a holiday year, we will pro-rata your entitlement during that holiday year.

Full time staff are entitled to 23 days annual leave, plus bank holidays and 2 additional (statutory) days (25 days plus bank holidays). An increase of 3 days is applied following 5 years' continuous service (28 days plus bank holidays). We will pro-rata that figure where necessary so that your holiday entitlement is in proportion to your working time during the relevant holiday year.

If we need you to work on one of those bank holidays, you will be able to take your holiday on a different day.

You should usually give at least two weeks' notice when requesting annual leave and normally give notice of at least one month before taking leave of one week or more. Requests for annual leave must be made to your manager. The dates of your annual leave require the prior written agreement of your Manager.

Annual leave must be taken at times agreed with your Manager. You may carry forward up to 5 days' leave into the following leave year, subject to the approval of your Manager. You may be able to carry additional days where you have been prevented from taking it in the relevant leave year because you have taken maternity, paternity, adoption, parental or shared parental leave, or if you have been on long term sick leave.

Holiday taken without our prior approval will be treated as unauthorised absence and may lead to disciplinary action.

Holiday pay is calculated on the basis of your current rate of pay. Where you work variable hours or if you receive commission payments/overtime/travelling-time allowance, then a day's pay will be calculated on the average pay in the previous 52 weeks.

You will have no entitlement to any payment in lieu of accrued but untaken holiday except when your employment ends.

If, when your employment ends, you have taken more holiday (including bank holidays) than you have accrued in that holiday year, we will deduct the equivalent amount of pay from any payments due to you. If this amount is in excess of your final pay, you will be required to repay the outstanding amount due to us within one month of the end of your employment.

If you or we have served notice to end your employment, we may require you to take any accrued but unused holiday during your notice period.

Details of all other types of paid leave that you may be entitled to including Maternity, Paternity, Adoption and Shared Parental Leave, can be found in the [Staff Handbook/council policies].

13. PERFORMANCE AND DEVELOPMENT REVIEW

You will receive an annual performance and development review

14. ABSENCE FOR SICKNESS OR INJURY, AND SICK PAY

You must follow the procedure set out in the Council's sickness absence policy. This policy is non-contractual and may, at our discretion, be updated or amended from time to time.

If you are going to be off work because of sickness or injury you must telephone your Manager giving the reason for non-attendance, by your usual start time on each day of absence. If you are unable to notify personally due to the nature of the illness, someone else may make contact on your behalf. It is your responsibility to ensure we are notified. Failure to do so may result in sick pay not being paid and may result in disciplinary action.

A self-certification system operates for absences from work due to sickness or injury not exceeding seven days (including weekends and other non-working days). Immediately on your return to work you must complete and return a self-certification form.

For sickness or injury absence exceeding seven days (including weekends and other non working holidays) you must provide us with a Fit note (from your doctor or consultant) on your return to work. However, if your absence is ongoing, you are expected to post your Fit note to us upon receipt or alternatively to send us a photograph of both sides of the Fit Note, with the original to follow.

All sickness or injury absence will be entered on your employment record.

Occupational Sick Pay

Any sickness absence taken is paid in line with our contractual sick/injury pay scheme (inclusive of SSP) which provides payment during periods of certificated sickness as follows:

- During 1st year of service 1 months full pay, and (after 4 months' service)
- 2 months half pay
- During 2nd year of service 2 months full pay, 2 months half pay
- During 3rd year of service 4 months full pay, 4 months half pay
- During 4th & 5th year 5 months full pay, 5 months half pay
- After 5 years service 6 months full pay, 6 months half pay

Occupational sick pay shall be inclusive of any statutory sick pay due in accordance with applicable legislation. SSP and occupational sick pay are subject to the usual deduction for PAYE, National Insurance, pension contributions etc.

15. PENSION

We will comply with our auto-enrolment duties under Part 1 of the *Pensions Act 2008*. If you are an eligible job holder, you will be automatically enrolled in our auto-enrolment scheme. Further details of the scheme are available from **[insert details]**

16. GRIEVANCE PROCEDURE

If you have a grievance relating to your employment, you should raise this with your **[nominated line manager or chair of staffing committee]** in the first instance (or their

manager where a grievance relates to your immediate manager). If you are unable to resolve your grievance informally, the full grievance procedure is contained within the council's polices. The Grievance procedure is for guidance only and does not form part of the contract of employment.

17. DISCIPLINARY RULES AND PROCEDURE

Our disciplinary procedure and rules can be found within the council's polices. If you wish to appeal against a disciplinary decision you should set out your reasons in writing. We will tell you (usually in the disciplinary decision letter) who your appeal should be sent to, and the timeframe for doing that. The procedure is for guidance only and does not form part of the contract of employment and may be amended from time to time.

The list of rules is not to be regarded as exclusive or exhaustive and these may be added to, amended or deleted at any point. Any breach of disciplinary rules will normally result in disciplinary action.

We may impose one or more of a range of potential sanctions under our disciplinary policy. These include a warning or an extension of a warning, dismissal, a change of duties, or redeployment to another role (at the same or lower level – including demotion with a reduction in salary).

18. NOTICE

During your probation period, you are entitled to be given and required to give **[1 weeks]** notice in writing to terminate your employment for any reason. On completion of your probationary period, you are required to give **[1 months]** notice in writing.

Notice given by us will be **[1 months]** following your probationary period and increase to **[5 weeks]** notice after **[5 years]** continuous service and thereafter by one week for each additional year of continuous employment up to a maximum of 12 weeks for 12 years' service.

The statutory position is

- 1 month to 2 years – statutory notice is 1 week
- 2 to 12 years – statutory notice is 1 week for each full year they have worked (i.e. 5 years' notice after 5 years' service)
- 12 years or more – statutory notice is 12 weeks

If you have not provided the required notice in writing, we may withhold pay for notice unworked due under your contract, but not paid. Anything owed to us will be deducted from your final salary.

19. PAY IN LIEU OF NOTICE

Instead of requiring you to work your notice, we may decide to pay you in lieu of notice, bringing your employment to an end there and then.

Your payment in lieu will be made up of your net basic salary for the notice period less tax and NI contributions. Any payment in lieu will not include any payments such as any payment in respect of benefits; and any payment in respect of holiday entitlement that would have accrued during the notice period.

20. OBLIGATIONS ON TERMINATION

On termination of your contract with us, you will:

i. Immediately return (or arrange to be collected) all property and information belonging to us in your possession or under your control, including but not limited to login details and passwords for internal databases and IT systems or externally held software, apps, databases, websites etc.
ii. Irretrievably delete any information relating to us which is in your control outside our premises.
iii. If requested, provide a signed statement that you have fully complied with your obligations under this clause together with such reasonable evidence of compliance that we may request.

21. WORK DURING NOTICE PERIOD / GARDEN LEAVE

We may decide to put you on Garden Leave for some or all of your notice period. Garden Leave means that you should not come into work, but you remain employed and entitled to your contractual benefits and subject to your contractual obligations (apart from the requirement to carry out work).

We will write to you at the time to confirm the rules that will apply to you during Garden Leave. This may include a rule preventing you from working elsewhere or for yourself, during your contracted hours to the Council, unless we agree to that in advance.

22. HEALTH AND SAFETY

You have a duty to ensure the health and safety of yourself and others. You must also co-operate with the Council so that it can comply with its health and safety obligations.
You will be given a copy of the Council's Health and Safety Policy.

It is important that you familiarise yourself with your responsibilities.

Breach of these requirements may result in disciplinary action being taken against you in accordance with the disciplinary procedure, which may result in your dismissal.

23. CONFIDENTIALITY

During your employment you will have access to and will use and otherwise handle ‘Confidential Information’ to do your job properly. By ‘Confidential Information’, we mean any information or matter about the business or affairs of the Council or any of its business contacts, or about any other matters which may come to your knowledge in the course of your employment, and which is not in the public domain or which is in the public domain as a result of your breach of this agreement. It may, but will not necessarily, be in a recorded format (usually hard copies or electronically).

You must not (unless in the proper course of your work and/or with our express prior authorisation or in the situations outlined in this clause) use Confidential Information, make or use copies of Confidential Information, or disclose Confidential Information to anyone or any entity. That obligation applies during your employment and after it has ended.

You must do everything reasonable to protect Confidential Information and must tell us straightaway if you know or suspect that Confidential Information has been leaked and/or is being used outside our organisation or inappropriately inside our organisation. You should not make assumptions about sharing of confidential information with other employees. If in doubt, you should consult your line manager.

All Confidential Information belongs to us, and you must return it (including copies) to us when requested during your employment or when your employment ends. You will need to confirm that you have safely and securely deleted all versions and copies. We may withhold any salary or other sum due to you until such time as all confidential information has been returned to us. These provisions on Confidential Information do not affect your right to make a protected disclosure as defined by the *Employment Rights Act 1996* (see our Whistleblowing Policy), or your duty to disclose Confidential Information if the law or a regulatory obligation requires that.

24. DATA PROTECTION

As part of our administrative and management processes, the Council will need to collect and process personal data relating to you in accordance with data protection legislation in force at the time. Details of what we will collect and process are set out in the Data Protection Policy and our 'Employee Privacy Notice'.

You must familiarise yourself with our Data Protection Policy and comply with the Council's data protection policy when handling any personal data in the course of your employment. If you do not comply with it, we may treat that failure as a disciplinary issue and, in serious cases, gross misconduct.

25. COUNCIL PROPERTY

During your employment you will have access to, and use of, various documents, manuals, hardware and software provided for your use by the Council. These and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones), remain the property of the Council.

You may also be given the use of other facilities owned by the council including **[mobile phone], [laptop/desktop computer], [keys/pass card], [social media accounts].**

You must take good care of all Council property that is in your possession and/or under your control and use it for agreed and lawful purposes only. If, because of your misuse or carelessness the property is lost, stolen or damaged, we may deduct from your pay some or all of the cost of repair or a replacement.

We may, at any time during your employment, and will on termination, require you to return all Council property (including social media account details, or any computer or online passwords) to us. You must do so on your last working day or as soon as possible as agreed with the Council.

If you are placed on Garden Leave, we will usually require you to return all our property before your Garden Leave begins.

26. MATERNITY, PATERNITY, ADOPTION AND PARENTAL ARRANGEMENTS

Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the relevant legislation and in the Green Book.

[Your entitlement to maternity/paternity/adoption/shared parental leave and pay is as set out in the council's staff handbook/policies available at [add Link to documents].

27. REFERENCE DOCUMENTS

The National Agreement on Pay and Conditions of Service of the National Joint Council ("the NJC") for Local Government Services ("the Green Book") applies to your employment save as amended by this contract.

Further information regarding your employment is contained within the Council's policies. These cover policies such as Health and Safety, Equalities, the Grievance Procedure, Disciplinary Procedure and Disciplinary Rules. You must comply with the Council's policies.

28. CHANGE TO TERMS AND CONDITIONS OF EMPLOYMENT

This agreement sets out everything we have agreed. You and we are entering into it on the basis that no discussions we have had, representations made, previous agreements reached, or understandings we have come to are relevant to this agreement, or are to be relied on, unless they are recorded in it.

Care has been taken to prepare this agreement, and neither you nor we will have a claim for innocent or negligent misrepresentation or negligent misstatement in respect of its contents (but that doesn't exclude liability for fraud).

This contract may be altered by us in writing at any time after the date of signing and after consultation with you.

Where changes to the terms set out in this statement occur by agreement (negotiation) with you, you will be informed of these by means of a written statement of change which you will be issued within one month of the change. Changes to non-contractual policies, rules and procedures will be notified to you with one month's notice.

I have read and understood the above clauses and accept the offer of employment on these terms.

SIGNED DATE

…… ……

for and on behalf of **[Insert name]** Council

I accept the terms and conditions of my employment as set out above.

SIGNED DATE

…… ……

Employee

ANNEX 1

SCP	01-Apr-22		01-Apr-23	
	per annum	per hour	per annum	per hour
1	£20,258	£10.50	*Deleted wef 01 Apr 23*	
2	£20,441	£10.60	£22,366	£11.59
3	£20,812	£10.79	£22,737	£11.79
4	£21,189	£10.98	£23,114	£11.98
5	£21,575	£11.18	£23,500	£12.18
6	£21,968	£11.39	£23,893	£12.38
7	£22,369	£11.59	£24,294	£12.59
8	£22,777	£11.81	£24,702	£12.80
9	£23,194	£12.02	£25,119	£13.02
10	£23,620	£12.24	£25,545	£13.24
11	£24,054	£12.47	£25,979	£13.47
12	£24,496	£12.70	£26,421	£13.69
13	£24,948	£12.93	£26,873	£13.93
14	£25,409	£13.17	£27,334	£14.17
15	£25,878	£13.41	£27,803	£14.41
16	£26,357	£13.66	£28,282	£14.66
17	£26,845	£13.91	£28,770	£14.91
18	£27,344	£14.17	£29,269	£15.17
19	£27,852	£14.44	£29,777	£15.43
20	£28,371	£14.71	£30,296	£15.70
21	£28,900	£14.98	£30,825	£15.98
22	£29,439	£15.26	£31,364	£16.26
23	£30,151	£15.63	£32,076	£16.63
24	£31,099	£16.12	£33,024	£17.12
25	£32,020	£16.60	£33,945	£17.59
26	£32,909	£17.06	£34,834	£18.06
27	£33,820	£17.53	£35,745	£18.53
28	£34,723	£18.00	£36,648	£19.00
29	£35,411	£18.35	£37,336	£19.35
30	£36,298	£18.81	£38,223	£19.81
31	£37,261	£19.31	£39,186	£20.31
32	£38,296	£19.85	£40,221	£20.85
33	£39,493	£20.47	£41,418	£21.47
34	£40,478	£20.98	£42,403	£21.98
35	£41,496	£21.51	£43,421	£22.51
36	£42,503	£22.03	£44,428	£23.03
37	£43,516	£22.56	£45,441	£23.55
38	£44,539	£23.09	£46,464	£24.08
39	£45,495	£23.58	£47,420	£24.58
40	£46,549	£24.13	£48,474	£25.13
41	£47,573	£24.66	£49,498	£25.66
42	£48,587	£25.18	£50,512	£26.18
43	£49,590	£25.70	£51,515	£26.70

NB: hourly rate calculated by dividing annual salary by 52.143 weeks (which is 365 days divided by 7) and then divided by 37 hours (the standard working week)

Part 3 Paragraph 2.6(e) Sleeping-in Duty Payment:

1 April 2023
£40.76

RATES OF PROTECTED ALLOWANCES AT 1 APRIL 2023
(FORMER APT&C AGREEMENT (PURPLE BOOK))

Paragraph 28(3) Nursery Staffs in Educational Establishments - Special Educational Needs Allowance

1 April 2023
£1,455

Paragraph 28(14) Laboratory / Workshop Technicians

City and Guilds Science Laboratory Technician's Certificate Allowance:

1 April 2023
£237

City and Guilds Laboratory Technician's Advanced Certificate Allowance:

1 April 2023
£171

Paragraph 32 London Weighting and Fringe Area Allowances £ Per Annum

Inner Fringe Area:

1 April 2023
£988

Outer Fringe Area:

1 April 2023
£689

Paragraph 36 Standby Duty Allowance - Social Workers (1)(a)(i) Allowance - Per Session

1 April 2023
£32.81

FORMER MANUAL WORKER AGREEMENT (WHITE BOOK)

Section 1 Paragraph 3 London and Fringe Area Allowances £ Per Annum

Inner Fringe Area:

1 April 2023
£988

Outer Fringe Area:

1 April 2023
£689