

# ITEM 5

Paper No. WRWA **21-04**

## WESTERN RIVERSIDE WASTE AUTHORITY

|                           |   |
|---------------------------|---|
| <b>MEETING</b>            | 26 <sup>th</sup> January 2021   |
| <b>REPORT AUTHOR/DATE</b> | Clerk and General Manager<br>(Contact Mark Broxup - Tel. 020 8871 2788)<br>18 <sup>th</sup> January 2021  |
| <b>SUBJECT</b>            | Report on the Authority's Staff Codes and Procedures  |
| <b>CONTENTS</b>           | Page 1 Introduction<br>Pages 1 to 2 Items reported on<br>Page 2 Recommendations<br>Page 4 - 237 Appendices A - P – Draft Staff Codes and Procedures |
| <b>STATUS</b>             | Open  |
| <b>BACKGROUND PAPERS</b>  | None  |

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## **INTRODUCTION**

1. Unless obviously required sooner, due to changes in legislation or other circumstances, the Authority's staff codes and procedures are periodically reviewed on a quadrennial basis to ensure that:
  - all references are up to date;
  - they are in line with all current laws; and
  - they match the prevailing staff structure.
2. The Authority is asked to approve the sixteen updated policies/codes/procedures which are attached as individual appendices to this report as follows:

| <b>Appendix</b> | <b>Title</b>                             |
|-----------------|--|
| A               | Whistleblowing: Policy and Procedure     |
| B               | Complaints of bullying and Harassment    |
| C               | Absence Management                       |
| D               | Flexible Working: Policy and Procedure   |
| E               | Disciplinary Code of Conduct             |
| F               | Code of Conduct                          |
| G               | Gifts, Hospitality and other benefits    |
| H               | Managing New Employees                   |
| I               | Procurement of Goods, Works and Services |
| J               | Dress Code                               |
| K               | Maternity and Paternity guidance         |
| L               | Misuse of Alcohol and Drugs              |
| M               | Unsatisfactory Performance Procedure     |
| N               | Grievance Procedure                      |
| O               | Anti-Fraud and Corruption Policy         |
| P               | Health and Safety Policy                 |

3. The policies/codes/procedures are presented in a 'track changed' format to assist members in identifying all the proposed updates. Most of the codes and procedures have require very little updating but it is perhaps worth noting the following:

Appendix C - the absence management code has been updated to reflect the Equality, Diversity, and Inclusion Policy that the Authority approved in September 2020 (Paper No. WRWA 20-15)

Appendix D - the Flexible Working Code has been updated to recognise the increase in both the need and potential for home working.

Appendix I – the Procurement Code has been updated to reflect current post Brexit requirements and officers will continue to monitor any developments in this regard.

General - given the Authority's small staff complement and limited service provision the requirement to redeploy staff in certain circumstances and the mechanisms whereby disciplinary points could be awarded across different codes has been removed.

4. The Authority is also asked to instruct the Clerk to distribute the updated codes/procedures to all staff as soon as possible.

## **RECOMMENDATIONS**

5. Members are asked to:
  - a. agree each of the updated codes/procedures attached as appendices A to P to this report;
  - b. instruct the Clerk to distribute the updated codes/procedures to all staff as soon as possible; and

c. otherwise receive this report as information.

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18<sup>th</sup> January 2021



# Whistle Blowing: Policy and Procedure

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Clerk to the Authority

26th January 2021

|   | <b>PAGE</b> |
|---|-------------|
| 1 Preamble  | <b>1</b>    |
| 2 Aims and Scope of this Policy                     | <b>1</b>    |
| 3 Fraud   | <b>2</b>    |
| 4 Safeguards  | <b>3</b>    |
| 4.1 Harassment or Victimisation                     | <b>3</b>    |
| 4.2 Confidentiality                                 | <b>3</b>    |
| 4.3 Anonymous Allegations                           | <b>3</b>    |
| 4.4 Untrue Allegations                              | <b>4</b>    |
| 5 How to Raise a Concern                            | <b>4</b>    |
| 6 How the Authority will respond                    | <b>5</b>    |
| 7 How the Matter can be Taken Further, if Necessary | <b>7</b>    |
| 8 Record Keeping                                    | <b>7</b>    |
| 9 Check List of Do's and Don'ts                     | <b>7</b>    |
| 10 Advice and Guidance                              | <b>9</b>    |

## 1. Preamble

- 1.1 Employees may well be first to realise that there could be something seriously wrong within an organisation. However, they may not express their concerns because they feel that speaking up would be disloyal to their colleagues or to their employer. They may also fear harassment or victimisation. In these circumstances, it may be easier to ignore the concern rather than report what may just be a suspicion of malpractice.
- 1.2 Western Riverside Waste Authority is committed to the highest possible standards of openness, probity and accountability. In line with that commitment, we encourage employees (which here refers to both direct employees and persons appointed to posts under the lead borough arrangements) with serious concerns about any aspect of the Authority's work to come forward and voice those concerns. It is recognised that certain cases will have to proceed on a confidential basis. This document makes it clear that staff can raise concerns without fear of reprisals and is intended to encourage and enable staff to raise serious concerns within the Authority rather than overlooking a problem or blowing the whistle outside. This last point is very important. It is dealt with fully in sections 5 and 7 below.
- 1.3 These procedures are in addition to the Authority's grievance procedures. They are also intended to complement and support the Authority's standards of behaviour as set out in the Code of Conduct for Employees.

## 2. Aims and Scope of this Policy

- 2.1 This policy aims to:
  - provide avenues for you to raise serious concerns about any aspect of the Authority's work and receive feedback on any action taken;
  - allow you to take the matter further if you are dissatisfied with the Authority's response; and
  - reassure you that you will be protected from possible reprisals or victimisation for reasonable whistleblowing in good faith.

- 2.2 There are existing procedures in place to enable you to lodge a grievance relating to your own employment. This policy is not intended to cover concerns that can be progressed under existing personnel procedures.
- 2.3 A serious concern may be about something that you sincerely believe in good faith:
- is unlawful; or
  - is against the Authority's Standing Orders or policies; or
  - falls below established standards or practice; or
  - amounts to improper conduct; or
  - is a health and safety risk to the public as well as other employees; or
  - involves damage to the environment; or
  - involves the unauthorised use of public funds; or
  - involves possible fraud or corruption.

### 3. **Fraud**

- 3.1 At this point, special mention should be made of fraud, corruption and financial irregularity.
- 3.2 Fraud within the public sector costs the tax payer hundreds of millions of pounds each year and, in general, detected cases of fraud and corruption are on the increase.
- 3.3 All public sector organisations are likely to be affected in some way by fraudulent or corrupt activity.
- 3.4 The Metropolitan Police has reported that they cannot prosecute over half of fraud and corruption cases because of inappropriate action taken *before* the case is referred to them. Consequently the action that you take, if/when you first suspect fraudulent activity, may be crucial.

3.5 Because of the importance of this matter some of the following paragraphs concerned with whistleblowing give particular guidance on what you should and should not do if you suspect a fraud in the Authority. (See 5.1 and 9.1.) Further advice will be available from the Deputy Clerk.

#### 4. **Safeguards**

##### 4.1 Harassment or Victimisation

4.1.1 The Authority is committed to good practice and high standards and wants to be supportive of employees.

4.1.2 The Authority recognises that the decision to report a concern can be a difficult one to make, not least because of the fear of reprisal from those responsible for the malpractice. The Authority will not tolerate harassment or victimisation and will take action to protect you when you raise a concern in good faith.

4.1.3 This does not mean that, if you are already the subject of disciplinary or redundancy procedures, those procedures will be halted as a result of your whistleblowing.

##### 4.2 Confidentiality

4.2.1 The Authority will do its best to protect your identity when you raise a concern and do not want your name to be disclosed. It must be appreciated that the investigation process may reveal the source of the information and a statement by you may be required as part of the evidence.

##### 4.3 Anonymous Allegations

4.3.1 This policy encourages you to put your name to your allegation especially as this permits a dialogue to be entered into that provides a channel of communication to allow investigators to seek to obtain more information that could be crucial. The use of email for this purpose is explained in paragraph 5.4. Concerns expressed anonymously are much less powerful, but they will be investigated thoroughly although follow-up action will in such cases be at the discretion of the Authority.

4.3.2 In exercising the discretion, the factors to be taken into account would include:

- the seriousness of the issues raised;
- the credibility of the concern; and
- the likelihood of confirming the allegations from attributable sources.

#### 4.4 Untrue Allegations

4.4.1 If you make an allegation in good faith, but it is not confirmed by the investigation, no action will be taken against you. However, when it appears that there are clear grounds for suggesting that you may have acted frivolously, maliciously or vexatiously, the Authority will undertake a disciplinary investigation. Dependent on the outcome, disciplinary action may then follow.

### 5. **How to Raise a Concern**

5.1 If you suspect fraud, corruption or financial irregularity, you should always inform the Treasurer directly. No other officer needs to be contacted as the Treasurer will be responsible for progressing matters following notification, including liaising with such other officers as may be necessary.

5.2 For any other types of concern you should normally, as a first step, raise them with your immediate manager or the General Manager. This depends, however, on the seriousness and sensitivity of the issues involved and who is thought to be involved in the malpractice. In view of the small size of the Authority's workforce, it may be appropriate to raise any concern with the ~~Treasurer~~Clerk.

5.3 Concerns are better raised in writing. You are invited to set out the background and history of the concern, giving names, dates and places where possible, and the reason why you are particularly concerned about the situation. If you do not feel able to put your concern in writing, you can telephone or meet the appropriate officer.

5.4 A further route for expressing any concerns if you feel unable to reveal your identity would be to use email but from an account that does not include

details of your name. This method whilst protecting your confidentiality does, nevertheless, provide the all-important channel of communication for those investigating allegations. The Authority will not seek to try and trace the details of the identity of anyone using email for this reason to provide details of their concerns.

- 5.5 The earlier you express the concern, the easier it is to take action.
- 5.6 Although you are not expected to prove the truth of an allegation, you will need to demonstrate to the person contacted that there are sufficient grounds for your concern.
- 5.7 You may wish to consider discussing your concern with a colleague first and you may find it easier to raise the matter if there are two (or more) of you who have had the same experience or concerns.
- 5.8 You may invite your trade union or professional association to assist you to raise a matter and may wish to seek their advice prior to initiating this procedure.

## 6. **How the Authority will Respond**

- 6.1 The Authority will respond to your concerns. Do not forget that testing out your concerns is not the same as either accepting or rejecting them.
- 6.2 The action taken by the Authority will depend on the nature of the concern. The matters raised may:
  - be investigated internally
  - be referred to the Police
  - be referred to the external Auditor
  - form the subject of an independent inquiry.
- 6.3 In order to protect individuals and the Authority, initial enquiries will be made to decide whether an investigation is appropriate and, if so, what form it should take. The overriding principle which the Authority will have in mind is the public interest. Concerns or allegations which fall within the scope of

specific procedures (for example, discrimination issues) will normally be referred for consideration under those procedures.

- 6.4 Some concerns may be resolved by agreed action without the need for investigation.
- 6.5 Within ten working days of a concern being received, the Authority will contact you (if you have given contact details):
- acknowledging that the concern has been received;
  - indicating how it proposes to deal with the matter;
  - giving an estimate of how long it will take to provide a final response;
  - telling you whether any initial enquiries have been made; and
  - telling you whether further investigations will take place, and if not, why not.
- 6.6 The amount of contact between the officer considering the issue and you will depend on the nature of the matter raised, the potential difficulties involved and the clarity of the information provided. If necessary, further information will be sought from you.
- 6.7 When any meeting is arranged, off site if you so wish, you have the right, if you so wish, to be accompanied by a trade union or professional association representative or a friend who is not involved in the area of work to which the concern relates.
- 6.8 The Authority will take steps to minimise any difficulties which you may experience as a result of raising a concern. For instance, if you are required to give evidence in criminal or disciplinary proceedings, the Authority will advise you about the procedure.
- 6.9 The Authority accepts that you need to be assured that the matter has been properly addressed. Thus, subject to legal constraints, you will receive information about the outcome of any investigation if you have given your contact details.

## How the Matter can be Taken Further, if Necessary

7.1 This policy is intended to provide you with a clear route to raise concerns within the Authority and for the concerns to be dealt with and settled appropriately. However, if you feel that this has not happened, and if you feel it is right to take the matter outside the Authority, please contact either:-

- the Internal Audit Team at Wandsworth Borough Council who can be contacted by 020 8871 6451
- the [external auditor, details of which can be found on the Authority website](#)~~Audit Commission, which has set up a special telephone hotline on:~~  
[0845 052 2646](#) ~~or~~
- the Police (where your concern relates to a criminal matter).

7.2 Please use only these routes to raise a concern externally. Complaints made to other bodies, individuals or the media may actually hamper a speedy, full and professional investigation of the concern that you have expressed.

7.3 Information which is provided to you on a confidential basis must be treated as such and this may only be overridden where there is a clear public interest in disclosing it and you act in good faith and reasonably. You would need to ensure that you could justify your disclosure because it would be a serious betrayal of trust to use confidential information for any personal advantage, or for malicious or other improper reasons.

## 8. Record Keeping

8.1 The Clerk to the Authority has overall responsibility for the maintenance and operation of this policy. That officer maintains a confidential record of concerns raised and the outcomes (so as not to endanger your confidentiality) and will report as necessary to the Authority.

## 9. Check List of Do's and Don'ts

9.1 Lastly, some of the key points from the procedure on whistleblowing are summarised below:-

Do

- (a) Make an immediate note of your concerns.
- *Note all relevant details, such as what was said in telephone or other conversations, the date, time and the names of any parties involved.*
  - *In addition, note any documentary evidence which may exist to support the allegations made, but do not interfere with this evidence in any way.*
- (b) Evaluate the allegation objectively.
- *Before you take the matter further, you need to determine whether any suspicions appear to be justified.*
  - *Be objective when evaluating the issue. Consider the facts as they appear, based on the information you have to hand.*
  - *If in doubt, report your suspicions anyway.*
- (c) Convey your suspicions to someone with the appropriate authority and experience.
- *To the Treasurer for suspected fraud, or corruption or financial irregularity.*
  - *Usually, to your immediate manager or their supervisor for other matters (but see paragraph 5.2 above for more details).*
- (d) Deal with the matter promptly, if you feel your concerns are warranted.

*In the case of suspected fraud, it is important to remember that any delay may cause the Authority to suffer further financial loss.*

Don'ts

(a) Don't do nothing.

(b) Don't be afraid of raising your concerns.

- *You will not suffer any recrimination from the Authority, as your employer, as a result of raising in good faith a serious concern.*
- *The Authority will treat any matter you raise sensitively and confidentially.*

(c) Don't approach or accuse any individuals directly.

(d) Don't try to investigate the matter yourself.

*There are detailed special rules for the gathering of evidence for use in disciplinary or court proceedings. If you attempt to gather evidence or other information and are not familiar with these rules you may destroy the case.*

(e) Don't convey your suspicions to anyone except those with the proper authority and as set out in this policy and procedure.

## 10. **Advice and Guidance**

10.1 Further advice and guidance on how a matter may be pursued under this policy can be obtained from the Deputy Clerk.



# **Complaints of Bullying and Harassment**

**26<sup>th</sup> January 2021**

## Complaints of Bullying and Harassment

Harassment is unwanted conduct which reasonably can be considered, taking into account the perception of the complainant, to have the purpose or effect of violating another person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment.

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means intended to undermine, humiliate, denigrate or injure the recipient.

The Authority considers that harassment or bullying of one employee by another employee or by a third party e.g. service users, contractor's staff, is unacceptable and will not be tolerated.

If any employee feels that they are being harassed or bullied often the quickest and most effective way to handle such situations is to talk to the person concerned making it clear that their behaviour is unwelcome and must stop. Where the employee feels unable to do this themselves, they may wish to approach a colleague, line manager or a trade union representative to assist them. If the behaviour does not change following such an approach then the employee should raise the issue with their line manager who will deal with it in accordance with this Code.

Where an employee has made a complaint of bullying, harassment, discrimination or victimisation the line manager should contact ~~HR immediately~~ [the Executive Officer](#) for advice. If, after investigating the issues, the line manager ~~Investigating Officer~~ considers the allegations are substantiated, their report may include the following recommendations to the relevant manager; that the alleged perpetrator should receive a formal letter instructing them to stop the incidents or behaviour and/or receive formal training and/or that a formal disciplinary investigation should be instigated against the alleged perpetrator under the Disciplinary Code.

### Examples of bullying and harassment

This is not an exhaustive list but is designed to illustrate the types of behaviour which may constitute harassment on the grounds of sex, race, disability, sexual orientation, religion or belief, or age; or bullying on any other basis.

- (a) unwanted sexual advances (whether verbal, written or by conduct), or sexually explicit derogatory statements or comments;
- (b) unnecessary and uninvited physical contact, touching, patting, etc;

- (c) requests for social or sexual encounters and favours, which the person making them might reasonably believe to be unwelcome conversations, jokes, gestures which are likely to cause offence;
- (d) the display of pornographic, racist or other offensive materials, pictures, computer imagery in the workplace;
- (e) questioning, bantering, lewd or derogatory comments or innuendo about aspects of a person's personal life, personal appearance, or that person's partner(s) or similar discussion about a third party;
- (f) graffiti, letters or other written material containing elements of the above;
- (g) derogatory name calling or insults;
- (h) refusal to co-operate with or ridicule of an individual for cultural differences e.g. food, dress, music;
- (i) exclusion from normal workplace conversation or social events;
- (j) abuse of power by, for example a line manager, such as setting unrealistic targets, refusing to consider reasonable requests or unfair allocation of work and responsibilities; inconsistent or overbearing implementation of rules and/or procedures which may have a damaging or detrimental effect on an individual;
- (k) oral or written abuse, threats;
- (l) physical assault;
- (m) victimisation, for raising a legitimate complaint;
- (n) repeated criticism without justification;
- (o) action designed to annoy or upset;
- (p) nuisance – i.e. action designed to annoy or upset an individual;
- (q) constant put down by colleagues; and
- (r) deliberate lack of communication or mis-communication to colleagues, which may result in errors or less favourable treatment.



# **Code of Practice on Absence Management**

## Contents

|  |                                     |
|--|-------------------------------------|
| <u>1. Code of Practice on Absence Management</u> .....       | 1                                   |
| <u>1.1. Aim</u> .....  | 1                                   |
| <u>1.2. Scope</u> .....                                      | 1                                   |
| <u>1.3. Disability</u> .....                                 | 1                                   |
| <u>1.4. Senior Management</u> .....                          | 1                                   |
| <u>1.5. General Principles/ Policy Statement</u> .....       | 1                                   |
| <u>1.5. Confidentiality</u> .....                            | 2                                   |
| <u>1.6. Roles and Responsibilities</u> .....                 | 2                                   |
| <u>2. Short Term Absence</u> .....                           | 5                                   |
| <u>2.1. Return to Work Meetings</u> .....                    | 5                                   |
| <u>2.2. First Stage Absence Review (Short Term)</u> .....    | 6                                   |
| <u>2.3. Second Stage Absence Review (Short Term)</u> .....   | 7                                   |
| <u>2.4. Third Stage - Chief Officer Review</u> .....         | 9                                   |
| <u>2.5. Preparation for the Hearing</u> .....                | 9                                   |
| <u>2.6. Conduct of the Hearing</u> .....                     | 9                                   |
| <u>2.7. Possible outcomes of Chief Officer Hearing</u> ..... | 10                                  |
| <u>2.8. Confirmation of Decision</u> .....                   | 10                                  |
| <u>3. Long-Term Absence</u> .....                            | 10                                  |
| <u>3.1. First Stage – Absence Review (Long Term)</u> .....   | 11                                  |
| <u>3.2. Chief Officer Review</u> .....                       | 12                                  |
| <u>4. Future Employment Capability</u> .....                 | 12                                  |
| <u>5. Termination of employment on medical grounds</u> ..... | 13                                  |
| <u>6. Amalgamation of Action (Award of points)</u> .....     | <b>Error! Bookmark not defined.</b> |
| <u>6.1. Scope</u> .....                                      | <b>Error! Bookmark not defined.</b> |
| <u>6.2. Points Value and Expiry Periods</u> .....            | 14                                  |
| <u>7. Appeal stage</u> .....                                 | 15                                  |
| <u>7.1. General Principles</u> .....                         | 15                                  |
| <u>7.2. Responsibilities</u> .....                           | 15                                  |
| <u>7.3. Preparation for the Appeal</u> .....                 | 15                                  |
| <u>7.4. Conduct of the Appeal</u> .....                      | 15                                  |
| <u>7.5. Adjournments</u> .....                               | 16                                  |
| <u>8. Standards</u> .....                                    | 16                                  |
| <u>8.1. Representation</u> .....                             | 16                                  |
| <u>8.2. Reasonable Adjustments</u> .....                     | 17                                  |
| <u>8.3. Requests for Postponement</u> .....                  | 17                                  |
| <u>8.4. Absence</u> .....                                    | 17                                  |
| <u>8.5. Timescales</u> .....                                 | 17                                  |
| <u>9. Disputes Resolution Procedure</u> .....                | 18                                  |

## Code of Practice on Absence Management

### 1.1. Aim

This Code aims to improve attendance by supporting employees who are absent from work due to sickness and to ensure that attendance is reviewed against common standards. employee attendance at work. The Code sets out the process for managing short and long-term absences in a fair and consistent way across the Authority. The purpose of the Code is to promote the health and wellbeing of all employees and to provide a framework to ensure that staff with health related issues receive appropriate support, whilst achieving acceptable levels of attendance.

### 1.2. Scope

This code applies to all employees of the Authority.

### 1.3. Disability

Where an employee's sickness absence is related to a disability, the absence will be managed with due regard to and in accordance with the Disability Discrimination legislation and related Codes of Practice.

The standard by which a disabled employee's attendance is measured must take account of their disability and shall be recorded separately to other sickness absence.

If an employee is or becomes disabled under the definitions of the Equality Act 2010 the manager will discuss with the employee any reasonable adjustments to support them in their work. Human Resources and other appropriate specialist advice should be sought.

#### ~~1.3.1.4.~~ Senior Management

The Clerk shall decide on hearing arrangements for various stages under this Code relating to the General Manager.

#### ~~1.4.1.5.~~ General Principles/ Policy Statement

The Authority supports health and wellbeing for its staff and expects a high level of attendance from all its employees and requires all employees to make every effort to attend work. This Code provides a framework to support employees to maximise their attendance at work.

#### ~~1.5.1.6.~~ Confidentiality

Any person involved with this or any other Authority people management process is expected to maintain confidentiality at all stages, except as required or permitted by the Code. If an employee breaches confidentiality, they may be subject to disciplinary action.

#### 1-6.1.7. Roles and Responsibilities

**Employees** are responsible for:

- attending work when fit to do so;
- understanding the Code and what the Authority expects from them in terms of their attendance at work;
- complying with the Authority's sickness absence reporting procedures for reporting sickness absence when they are unfit to attend or remain at work and providing medical certificates when necessary;
- attending return to work meetings, occupational health appointments, sickness reviews and any other meetings called in accordance with this Code;
- taking responsibility for their attendance at work by taking reasonable steps to maintain good health and seeking prompt medical help and/or management support for any health problems that may affect their ability to attend work.

**Line Managers** are responsible for ensuring that:

- they attend relevant training on the Code;
- their employees are familiar with the Code and that they understand the procedure for reporting sickness absence;
- any actions under the Code are dealt with in a timely, fair, confidential and consistent manner;
- employees are supported and treated sensitively, objectively and fairly;
- they monitor and maintain accurate sickness absence records for their staff;
- referrals are made to Occupational Health at the appropriate stages as outlined in the Code;
- seek appropriate advice and guidance from ~~Human Resources~~ the Authority's Human Resources Advisor ("HRA")<sup>1</sup> in applying the Code;
- they make use of the flexible working arrangements and work adjustments including phased returns to help to minimise absence or facilitate return to work including undertaking alternative duties if available;
- they maintain contact with employees during periods of sickness absence;

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<sup>1</sup> Note: As of January 2021 the Authority's HRA is the Human Resources department at Wandsworth Council.

- they provide reports as required under the Code.

**The Executive Officer** (with guidance from ~~Human Resources~~ the Authority's HRA) is responsible for:

- ensuring that managers have the knowledge and information they need in order to apply the Code, by providing training, information, advice and ad-hoc support;
- providing managerial support and guidance when requested, to progress cases in accordance with the Code;
- ensuring the Code and supporting materials are kept up to date and reflective of best practice, including a review of the Code with Staff Side on an annual basis;-
- monitoring the use of the Code and outcomes on a corporate and department basis;
- offering advice on the impact of illness/condition on an employee's ability to carry out the duties of their post;
- chasing up reports from Occupational Health and providing timely information;
- maximising overall awareness of the Code, and of associated well-being initiatives, through the provision of clear, accessible and high quality information.

~~All references to Human Resources in this document shall mean the Human Resources department at Wandsworth Council.~~

## 2. Short Term Absence

### 2.1. Return to Work Meetings

When an employee returns to work following a period of sickness absence, there should be a discussion between the Line Manager and employee as part of everyday supervisory responsibility. This should take place as soon as reasonably practicable on each occasion and the 'Return to Work' form should be completed at the same time.

The purpose of this meeting and completion of the form ensures that employees receive appropriate support for any health issues, should that be necessary, and for there to be an agreed record of days of absences and reason for absence.

Where the Line Manager is aware that an employee is nearing the stage where formal action may be invoked under the Code of Practice on Absence Management, this should be brought to the employee's attention.

## 2.2. First Stage Absence Review (Short Term)

Where an employee has had a total of either:

- 10 full-time equivalent days or more short-term sickness absence on 3 or more occasions within any period of 12 months or;
- 5 occasions of any length within any period of 12 months

the attendance record should be reviewed as soon as possible by the Line Manager.

Exceptionally, where formal action is not proposed, the reason for this should be recorded on the personal file. If this is the case, informal discussion should take place between the Line Manager and the employee, to review the position and check that appropriate support and assistance is being provided. Where a meeting is not held, the reasons should be discussed with the Executive Officer or Deputy General Manager as appropriate.

The formal review shall be conducted by the Line Manager who shall arrange a meeting with the employee to review their absence level. This shall normally take place as soon as possible after the episode of sickness absence which triggered formal action. The employee shall be given 3 working days notice, informing them of the purpose of the meeting and affording the employee the opportunity to be accompanied by a Staff Side or other representative.

At this meeting the Line Manager shall discuss with the employee the circumstances of the absences, any support, assistance or work adjustments which may be of help and the effect of the absence on the employee's duties. ~~The Line Manager will allocate points to the employee, if appropriate under the Amalgamation of Action Code, as outlined in section 6. A review period of 6 months is normally appropriate unless there are exceptional circumstances. The outcome of the review meeting will be confirmed in writing to the employee.~~

If the employee is aggrieved regarding the reasonableness of the action that has been taken, the matter should be referred to the Deputy General Manager or General Manager as appropriate.

If the employee suggests that an underlying medical condition or disability is, or may be a contributory factor to their level of sickness absence, he/she should be referred to Occupational Health.

Once a report has been received from Occupational Health, the Line Manager will arrange to meet with the employee again to review the up-to-date medical information. At this stage, the Line Manager may wish to consult with the Human ResourcesHRA about further action under the Code.

During this meeting, the employee shall be informed that a satisfactory improvement is required, i.e. that the employee's level of sickness absence will no longer trigger the Code, and that further monitoring will take place. The employee shall also be informed that failure to achieve this level of sickness absence will result in referral to a more senior officer. ~~The Line Manager will allocate points to the employee, if appropriate under the Amalgamation of Action Code, as outlined in section 6.~~ A review period of 6 months is normally appropriate unless there are exceptional circumstances.

At the end of the review period, if satisfactory improvement has been made but the employee's level of sickness absence is still triggering the Code, the Line Manager will meet again with the employee and another review period will be set.

At the end of the review period, if satisfactory improvement has been made, and the employee is no longer triggering the Code, the Line Manager should meet with the employee and inform them that this improvement must be sustained for a period of eighteen months from the date when the employee is no longer triggering the Code (the warning period) and warn them that if the improvement is not maintained, then their case may be considered under the next stage of the Code. The Line Manager will confirm the outcome of this meeting in writing to the employee.

### **2.3. Second Stage Absence Review (Short Term)**

Where satisfactory improvement in the level of short-term absence has not been achieved by the end of the review period, or if there is significant deterioration before that date, or where there has been deterioration during the warning period, the employee's attendance record shall be reported to an Appropriate Manager (i.e. more senior than the line manager involved).

Prior to arranging a Second Stage Absence Review, the Line Manager must refer the employee to Occupational Health and obtain an up-to-date medical report.

The Appropriate Manager will then meet with the employee and consider the attendance record together with the report from Occupational Health, the Line Manager's comments and the outcome of any previous reviews which may have been conducted, provided that the reviews remain on the employee's record.

The attendance record will also be reported for review to an Appropriate Manager, in any case where an employee has had 2 or more episodes of short-term absence totalling 20 full-time equivalent days or more in any period of 12 months.

At the review meeting, the Appropriate Manager shall discuss the circumstances of the absences, any assistance or work adjustments which may be of help and the effect on the employee's duties.

As the level of sickness absence is unsatisfactory, the employee shall be informed that a significant improvement is required, that monitoring will continue and that should there be no satisfactory improvement in the level of sickness absence over the review period, a further meeting will take place between the employee and the Appropriate Manager.

If the employee has previously been advised of the need for improvement, the employee shall be reminded and further warned at the meeting that should there be no satisfactory improvement in the level of sickness absence over the review period, their case will be referred to a Chief Officer for consideration and that this could lead to dismissal from the Authority's service. A review period, normally of six months will be set.

The outcome of the meeting, ~~allocation of points, if appropriate, under the Amalgamation of Action Procedure as outlined in section 6~~ and warning as to future attendance will be confirmed in writing to the employee. Where at the end of the review period an improvement from the original level of absence has resulted, but the absence is still above the trigger level for formal action under the Code of Practice on Absence Management, a further review shall be arranged as appropriate and the employee informed accordingly.

Where satisfactory improvement in the sickness absence record has resulted and the employee is no longer triggering the Code, the employee should be met with and informed accordingly. The employee should be warned that should this improvement not be maintained for the eighteen months specified, they may be referred to the next stage of the Code. The outcome of this interview and warning as to future attendance should be confirmed in writing.

Exceptionally where formal action is not proposed, the reason should be recorded in the personal file and informal discussion should take place between the employee and the Appropriate Manager. Where a meeting is not held, the reasons should be discussed with ~~a representative from Human Resources~~ the HRA and recorded on the personal file.

Where the Appropriate Manager has decided that further action is necessary under this Code, and the employee is aggrieved regarding the reasonableness of the action that has been taken, the matter should be referred to an officer of at least Chief Officer level for review. The Chief Officer's decision on the matter will be final.

#### **2.4. Third Stage - Chief Officer Review**

Where an employee has been seen and warned as to the level of their absence on at least two occasions under the short term absence procedure and satisfactory improvement in the level of their sickness absence has not resulted, the case shall be referred to a Chief Officer for consideration. A representative from the HRA ~~Human Resources~~ will attend this meeting to advise the Chief Officer.

It is important that an up-to-date report from Occupational Health is obtained prior to the meeting.

The discretion not to proceed to a formal hearing should be jointly decided by the relevant Chief Officer and the representative from the HRA ~~Head of Human Resources~~, the reason for this should be recorded on the personal file. Where it is agreed that it is inappropriate to proceed to a formal hearing, an informal discussion should take place to check that appropriate assistance is being obtained.

#### **2.5. Preparation for the Hearing**

Where it is agreed that the case will be progressed to a Chief Officer hearing, the employee shall be informed in writing of the date, time and place of hearing, giving at least five clear working days' notice, together with the report by the Appropriate Manager. This will be delivered by hand to the employee or sent by courier if the employee is not at work.

The employee should be advised that, if they wish to submit any documents, statements or other written evidence for consideration by the Chief Officer, then they should do so at least 48 hours before the Hearing.

#### **2.6. Conduct of the Hearing**

- The facts of the case shall be reported in writing by the Appropriate Manager and taken as read by the Chief Officer. The Appropriate Manager may present a short oral report highlighting the key facts of the case.
- The employee and any representative shall be given the opportunity to ask questions of the officers concerned.

- The Chief Officer and representative from ~~the HRA~~Human Resources shall ask questions to establish the facts of the case.
- The employee and any representative shall then put his/her case to the Chief Officer to explain the circumstances of their absences and any other relevant information to explain any mitigating circumstances.
- The Appropriate Manager shall be given the opportunity to ask questions of the employee and/or representative.
- The Chief Officer and representative from ~~the HRA~~Human Resources shall ask questions as necessary.
- The Chief Officer may adjourn a hearing in order to allow further evidence to be produced or for any other purpose required by the particular circumstances.
- The Appropriate Manager shall sum up followed by the employee or representative.
- The Chief Officer will then adjourn the hearing to consider their decision. The representative from ~~the HRA~~Human Resources will be present whilst the Chief Officer deliberates their decision.
- The Chief Officer shall then take such action as is appropriate in the circumstances. See paragraph 2.7 for the possible outcomes.
- The employee and any representative shall then be informed of the decision.

### **2.7. Possible outcomes of Chief Officer Hearing**

- Final warning to the employee that their attendance is unsatisfactory, setting a further period for monitoring. A reasonable expiry period shall also be specified, this must not exceed 3 years. ~~Points will be allocated, as appropriate.~~
- Dismissal with notice
  - ~~Dismissal with notice and redeployment search if appropriate.~~

### **2.8. Confirmation of Decision**

The Chief Officer's decision shall be confirmed in writing, within 5 working days of the hearing and be delivered by hand to the employee or sent by courier if the employee did not attend the hearing. The employee shall be informed of their appeal rights ~~to the Head of Human Resources~~ and that such appeals must be lodged within ten working days of the date on which the decision was delivered to the employee.

## **3. Long-Term Absence**

Long-term absence is defined by the Authority as absence of 6 working weeks (either continuously or as a total during a 12 month period).

When it becomes clear that there is a long-term absence or there is likely to be a long-term absence, the Line Manager will make a referral to Occupational Health as soon as possible. The Line Manager will also advise the employee that their case has been referred to Occupational Health with the reason for referral, who will advise managers on the present health of the employee and fitness for work as well as any work adjustments which should be considered by the manager.

### **3.1. First Stage – Absence Review (Long Term)**

When the employee returns to work before three months absence in a period of 12 months has elapsed the case shall be referred to an Appropriate Manager for review. The full absence record, reasons given for absence and comments of the Line Manager should be considered. The Appropriate Manager should also have available the medical report and the outcome of any relevant reviews which may have been conducted under this Code. If however a warning as to future attendance has previously been issued within the past 18 months under the provisions of either long term or short term absence then the case may be referred to a Chief Officer without further review.

The Appropriate Manager shall arrange a meeting with the employee to review the absence level. This shall take place as soon as possible after a report has been received from Occupational Health. The employee shall be given 3 working days notice, informing them of the purpose of the meeting and affording the opportunity to be accompanied by a Staff Side or other representative.

At the review meeting, the Appropriate Manager shall discuss with the employee the circumstances of the absence, any assistance or work adjustments which could be of help and the effect of the absence on the employee's work.

Unless it is clearly inappropriate in light of the medical condition and prognosis, e.g. if the employee is suffering from a life-threatening illness/condition, the employee shall be warned that a significant improvement is required and that monitoring will continue to take place. Reviews shall be undertaken at intervals not exceeding six months and the employee should also be warned that should there be no satisfactory improvement in the level of sickness absence over the review period, their case will be referred to a Chief Officer for consideration and this could lead to their dismissal from the Authority's service. The outcome of this interview and warning as to future attendance ~~and allocation of points in line with the Amalgamation of Action Codes, as appropriate, as outlined in section 6~~ should be confirmed in writing.

Exceptionally the Appropriate Manager may consider formal action to be inappropriate in the circumstances and informal discussion should take place

between the Line Manager and the employee to review the position and check that appropriate assistance is being provided. Where a formal review is not held, the reasons should be discussed with a representative from the HRA Human Resources and recorded on the personal file.

Where, at the end of the review period, satisfactory improvement has resulted, the Appropriate Manager shall meet with the employee and inform them accordingly. The employee shall be warned that should this improvement not be maintained for the eighteen month period specified, the matter may be referred to the next stage of the Code.

The outcome of this interview and warning as to future attendance shall be confirmed in writing.

Where the Appropriate Manager has decided that further action is necessary under this Code, and the employee is aggrieved regarding the reasonableness of the action that has been taken, the matter should be referred to the General Manager for review. The reviewing officer's decision on the matter will be final.

### **3.2. Chief Officer Review**

Where satisfactory improvement in the level of sickness absence has not been achieved by the end of the review period, or if there is significant deterioration before that date, the employee's attendance record shall be reported to a Chief Officer who shall consider the sickness absence record together with the Appropriate Manager's comments and the outcome of any previous relevant review(s) which may have been conducted. The process to be followed is at paragraph 2.5.

The discretion not to proceed to a formal hearing should be jointly decided by the relevant Chief Officer in consultation with a representative from the HRA and the Head of Human Resources, the reason for this should be recorded on the personal file. Where it is agreed that it is inappropriate to proceed to a formal hearing an informal discussion should take place to check that appropriate assistance is being obtained.

## **4. Future Employment Capability**

In the majority of cases, the employee is able to return to work before an absence of three months has elapsed in a twelve month period and before the length and circumstances of the absence call into question future employment capability. In some circumstances, return to work may be facilitated by allowing the employee to return initially on a phased return. Any such proposed arrangements should be discussed with Occupational Health

and pay arrangements should not be less than the employee's occupational sick pay entitlement at the time.

If a period of three months sickness absence or more has elapsed (either continuously or as a total during a twelve months period) an assessment shall be undertaken by Occupational Health. If the employee is found to be not permanently unfit, they shall then be referred to the Chief Officer for review. At this stage, redeployment options may also be considered by ~~Human Resources~~ the General Manager in discussion with the HRA.

For a Chief Officer Review to go ahead, the Authority must, as far as possible, be in possession of the full medical position to make an informed judgement about future health at that stage.

If there is a need for more medical advice or information, including the results of tests or treatment or the outcome of a phased return, any hearing should not be arranged until the Authority has this information to make an informed judgement, within a reasonable time period and based on the facts of the case.

## **5. Termination of employment on medical grounds**

In some cases, following assessment by Occupational Health, it becomes clear that an employee may be permanently unable to undertake their normal duties on medical grounds. If this is the case, ~~Wandsworth Council's Human Resources, with agreement of~~ the General Manager, advised by a representative from the HRA, may request Occupational Health to refer the employee's details to an independent Occupational Health Physician for assessment on their future working capabilities in relation to their pension. If the employee is certified permanently unfit for their normal duties, or any other work at the present time, the ~~Head of Human Resources~~ General Manager in consultation with the Clerk and Treasurer is authorised to initiate the procedure for termination of employment on the grounds of ill-health.

### ~~3. Amalgamation of Action (Award of points)~~

~~At the different stages of this Code, reference is made to the Procedure for Amalgamation of Action under the Authority's Codes and Procedures which should be consulted on each occasion when formal action under this Code is to be taken. Details of the points awarded under the different codes are contained at Appendix 1 — Points value and expiry periods for each codes, and the points value and expiry periods for each stage has been outlined below.~~

#### ~~3.1. Scope~~

~~Should formal action be taken by management which results in a hearing under the code or procedure for discipline, unsatisfactory performance or absence management, a certain number of points which apply to each level of the code or procedure will be allocated, depending on the level of seriousness of the action taken.~~

~~Accordingly, the Procedure for Amalgamation of Action under the Authority's Codes and Procedures supplements this Code.~~

~~Points Value and~~

### ~~5.1. Expiry Periods~~

#### ~~Section 2.2~~

~~First Stage Absence Review short term (2 points).~~

~~Expiry period of 18 months from end of satisfactory review.~~

#### ~~Section 2.3~~

~~Second Stage Absence Review short term following insufficient improvement, or absences of 20 FTE days or more in 2 episodes in any period of 12 months, or First Stage Absence Review long term (absences between 6 and 26 weeks) (6 points).~~

~~Expiry period of 18 months from end of satisfactory review.~~

#### ~~Section 2.7~~

~~Review by Chief Officer for consideration as to dismissal and where outcome is not dismissal (12 points).~~

Expiry period of 18 months to 3 years from end of satisfactory review.

## 6. Appeal stage

### 6.1. General Principles

Employees should put their appeal in writing to the ~~Head of Human Resources~~Executive Officer within 10 working days of receiving letter of confirmation.

Appeals will be arranged as soon as possible.

The appeal should be dealt with impartially and wherever possible with a more senior manager who has not previously been involved in the case.

### 6.2. Responsibilities

**Employees** are responsible for:

- submitting their appeal clearly stating the grounds of their appeal

**Managers** are responsible for:

- ensuring that all appeals are heard without unreasonable delay

~~The HRA is~~ human Resources are responsible for:

- providing advice and guidance to the panel of the appeal hearing

### 6.3. Preparation for the Appeal

On receipt of an appeal template, clearly stating the grounds of their appeal, the employee shall be notified in writing of the date, time and place of hearing and shall be given at least five working days notice.

The appeal shall be heard by a Chief Officer (the Appeal Officer) with a representative of the HRA~~the Head of Human Resources or their nominee.~~

### 6.4. Conduct of the Appeal

- The facts of the case shall be reported in writing by the Appropriate Manager and taken as read by the Chief Officer. The manager may present a short oral report highlighting the key facts of the case.
- The employee and any representative shall be given the opportunity to ask questions of the officers concerned.
- The Chief Officer and ~~HR~~Human Resources Representative shall ask such further questions as are necessary to establish the facts of the case.
- The employee and any representative shall then put his/her case in writing using the template available and taken as read by the Chief Officer to explain the circumstances of the absences and any other relevant information. The employee may present a short oral report highlighting the key facts of the case.
- The Appropriate Manager shall be given the opportunity to question the employee.
- The Chief Officer and ~~HR~~Human Resources Representative shall then have the opportunity to question the employee and any witnesses
- The Appropriate Manager and employee shall then both sum up.
- The Chief Officer and ~~Human Resources~~RA Representative shall then consider the case in private. If it is necessary to recall any party to answer any questions, all the parties shall be recalled. The Chief Officer shall decide on the outcome of the appeal in all respects on behalf of the Authority as employer.
- All parties shall then be recalled and informed of the decision. The appeal decision shall be confirmed in writing by letter, sent by recorded delivery or by hand to the residence or workplace of the employee. The letter shall confirm the decision and that the decision is final.

## 6.5. Adjournments

The Appeal Officer may adjourn a hearing in order to allow further evidence to be produced, or for any other purpose required by the particular circumstances. An employee who is seeking an adjournment of the hearing must specify the reason for this. The Appeal Officer will consider the request, taking advice from the ~~HR~~Human Resources Representative as necessary.

## 7. Standards

### 7.1. Representation

Employees are entitled to representation at the formal stages of the Code by a work colleague or other representative although requests for any other representation

are at the discretion of the Chief Officer in consultation with the Head of Human Resources or his/her HRA representative.

## 7.2. Reasonable Adjustments

The Authority is committed to the employment of people with disabilities and will not tolerate any unjustifiable less favourable treatment of a person on the grounds of their disability.

The Authority will carefully consider requests for, and make, any reasonable adjustments for any disabled employees in line with the Equality Act 2010 and for any employees where this will facilitate a return to work following sickness absence. For further information please refer to Guidance which are necessary to address any disadvantage which the employee may be experiencing because of their disability to enable them to carry out their core duties. This may include time off for disability related hospital appointments.

## 7.3. Requests for Postponement

Agreement to requests for postponing meetings at any stage of the process will be at the discretion of the relevant Line Manager or other Appropriate Manager involved in the process. If any requests for postponements are not agreed, the hearing is likely to proceed either with or without the employee being in attendance.

## 7.4. Absence

If the employee is absent due to sickness during any formal stage of this process, they may be referred to Occupational Health for an opinion about their fitness to take part in a hearing. There is no distinction between self-certified or medically certified periods of sickness or absence due to industrial injury – the genuineness of sickness absence and decisions made by medical practitioners are not at issue under the monitoring procedures of this Code.

## 7.5. Timescales

The Authority is committed to completing all people management processes within a reasonable timescale and not subjecting the employee to any undue delay. The Line Manager, and Appropriate Manager or Chief Officer will keep the employee

informed of their estimated timescales and inform them of any subsequent delays or major changes to them.

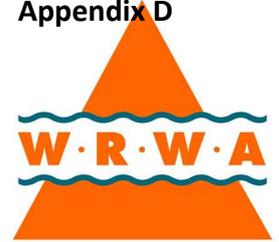
## **8. Disputes Resolution Procedure**

Nothing in this Code shall affect the right of a member of the Local Government Pension Scheme (LGPS) or representative of a member to lodge a complaint concerning a decision taken under the LGPS Regulations in relation to the employee's pension benefits. Any such complaint should be lodged within 6 months of any relevant notification of a decision and will be considered in the first instance under the Authority's Independent Disputes Resolution Procedure by the person appointed by the Authority for this purpose.

**Appendix 1 – Points value and expiry periods for each codes**

| <b>ABSENCE MANAGEMENT</b>   | <b>CAPABILITY</b>  | <b>DISCIPLINARY</b>  |
|---|--|--|
| <p><b>Section 2.2</b></p> <p>First Stage Absence Review short term (2 points).</p> <p>Expiry period of 18 months from end of satisfactory review.</p>   | <p><b>Section B2</b></p> <p>First formal management review, or second review after some improvement (2 points)</p> <p>Expiry period of 18 months from end of satisfactory review</p> | <p><b>Written Warning</b></p> <p>Misconduct found (6 points)</p> <p>Expiry period of 2 years from disciplinary decision</p>  |
| <p><b>Section 2.3</b></p> <p>Second Stage Absence Review short term following insufficient improvement, or absences of 20 FTE days or more in 2 episodes in any period of 12 months, or First Stage Absence Review long term (absences between 6 and 26 weeks) (6 points).</p> <p>Expiry period of 18 months from end of satisfactory review.</p> | <p><b>Section B2</b></p> <p>Subsequent review if unsatisfactory (6 points)</p> <p>Expiry period of 18 months from end of satisfactory review</p>                                     | <p><b>Final Written Warning</b></p> <p>Serious Misconduct found or previous written warning (12 points)</p> <p>Expiry period of 3–5 years from disciplinary decision</p> |

|   |   |  |
|---|---|--|
| <p><b>Section 3.2</b></p> <p><del>Review by Chief Officer for consideration as to dismissal and where outcome is not dismissal (12 points).</del></p> <p><del>Expiry period of 18 months to 3 years from end of satisfactory review</del></p> | <p><b>Section B3</b></p> <p><del>Review by Chief Officer for consideration as to dismissal and where outcome is not dismissal. (12 points)</del></p> <p><del>Expiry period of 18 months from end of satisfactory review</del></p> |  |
|---|---|--|



# **Flexible and New Ways of Working policy**

26<sup>th</sup> January 2021

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|--|-----|
| <b>1. Introduction</b> .....                                     | 3   |
| 1.1 Purpose.....   | 3   |
| 1.2 Scope .....  | 3   |
| 1.3 Limitation on the right to apply for flexible working.....   | 3   |
| <b>2. Definitions</b> .....                                      | 4   |
| 2.1 What is flexible working? .....                              | 4   |
| 2.2 What are New Ways of Working?.....                           | 4   |
| <b>3. The benefits and drawbacks</b> .....                       | 5   |
| 3.1 The benefits of flexible and New Ways of Working.....        | 5   |
| 3.1.1 Benefits for employee.....                                 | 5   |
| 3.1.2 Benefits to the Authority .....                            | 5   |
| 3.1.3 Other benefits .....                                       | 5   |
| 3.2 Potential drawbacks of flexible and New Ways of Working..... | 5   |
| 3.2.1 Drawbacks for employee: .....                              | 5   |
| 3.2.2 Drawbacks for the Authority:.....                          | 6   |
| <b>4. Overarching principles</b> .....                           | 7   |
| <b>5. Flexible working options</b> .....                         | 9   |
| 5.1 Compressed working week(s) .....                             | 9   |
| 5.2 Flexible hours/Flexitime .....                               | 9   |
| 5.3 Part-Time working .....                                      | 9   |
| 5.4 Staggered hours .....  | 9   |
| 5.5 Term Time Working.....                                       | 10  |
| <b>6. Time of in Lieu (TOIL)</b> .....                           | 10  |
| <b>7. Temporary Change to Working Pattern</b> .....              | 10  |
| <b>8. New Ways of Working</b> .....                              | 111 |
| 8.1 Occasional or ad-hoc homeworking .....                       | 111 |
| 8.2 Temporary Change to Working Hours .....                      | 111 |
| <b>9. Cessation of New Ways of Working</b> .....                 | 11  |
| <b>10. Appendix A - Considerations for Home Working</b> .....    | 12  |
| <b>11. Appendix B - Application Form</b> .....                   | 25  |

## **1. Introduction**

### **1.1 Purpose**

1.1.1 This policy document explains the Authority's approach to both flexible and New Ways of Working.

### **1.2 Scope**

1.2.1 This policy includes the legal rights that are afforded to parents of children under the age of six (or eighteen in relation to a child or young person with a disability) to request part-time or flexible working. The Authority has extended the right to apply for flexible working to all employees, irrespective of parental responsibilities.

### **1.3 Limitation on the right to apply for flexible working**

1.3.1 Only **one** application a year can be made in relation to flexible working. In exceptional circumstances, one further application may be considered where it can be demonstrated that a significant change in personal circumstances has taken place.

## 2. Definitions

### 2.1 What is flexible working?

2.1.1 Flexible working includes a variety of different ways of arranging working hours, including:

- Compressed working week(s)
- Flexible hours
- Flexitime
- Job sharing
- Part-time working
- Staggered hours
- Term-time working.

### 2.2 What are New Ways of Working?

2.2.1 New Ways of Working encompasses a range of working practices in which information technology (IT) and shared facilities enable staff to work all or part of the time away from Authority premises.

2.2.2 New Ways of Working recognises that services can be adapted to allow services to be delivered away from traditional office bases, via mobile workers working from home on a permanent or semi-permanent basis or undertaking some of their duties and responsibilities on an occasional basis from home.

2.2.3 Examples of New Ways of Working include;

- Remote or Mobile working - where employees spend a majority of their time working away from the office. The majority of work is undertaken in schools or community groups etc. The home could be used as a base rather than the office.
- Entirely home-based working - where employees undertake jobs involving routine clerical work, data inputting, or similar duties. The nature of the work means that all tasks can be efficiently undertaken at home rather than in an office. The employee would have a terminal at home linked to the Authority computer network. All work is carried out at home.
- Partially home-based working - where the job allows the employee to spend part of the time working at home and part of the time in the office. The employee would work, for example, two days a week at home and three at the office.

2.2.4 New Ways of Working encompasses using Information and Communication Technology (ICT) equipment, such as laptops, mobile telephones, Personal Digital Assistants (PDAs) etc. in order to facilitate the delivery of service. All such equipment shall be supplied or authorised for use by the Authority.

### **3. The benefits and drawbacks**

#### **3.1 The benefits of flexible and New Ways of Working**

##### **3.1.1 Benefits for employee**

- Reduction in unnecessary travel and ability to travel outside peak periods – saving money and time and reducing stress
- Greater flexibility, to better enable individuals to blend and balance home and work demands
- Ability to work without interruption thereby improving productivity (although staff must take a break in any working day longer than six hours for their own safety and wellbeing)
- Opportunity to demonstrate high level of responsibility and ability to work without constant supervision
- Ability to organise the working environment to suit personal circumstances

##### **3.1.2 Benefits to the Authority**

- More motivated employees - lower stress, more attractive working conditions, better morale, employee loyalty and reduced costs due to sickness and absence
- Improved staff retention and reduction in costs associated with recruitment and training of new staff
- Improved equal opportunities and family friendly policies - socially excluded groups who of necessity have to prioritise home life (e.g. because of caring responsibilities) are better able to gain access to employment opportunities
- Able to attract candidates with required skills and competencies from distant locations without the need for them to relocate

##### **3.1.3 Other benefits**

- Environmental e.g. reduced use of cars and time spent in traffic congestion when employees work from home

#### **3.2 Potential drawbacks of flexible and New Ways of Working**

##### **3.2.1 Drawbacks for employee:**

- Remote working can be lonely - systems need to be in place to make sure the employee is included in their team's work and social set up as well as made to feel part of the organisation (e.g. team building events, buddy system)
- If working at home there may be competing demands for working space from partners or from those studying at home. If dependents are

being cared for in the home the employee should ensure that they are being cared for away from the work area in order to avoid interrupting work or upsetting the dependent by a visible lack of attention

- In practice achieving a good balance between home and work life can be difficult. Not 'going to work' can lead to feeling as though you haven't 'come home from work'. Many people find that they need to create a clear division between working and not working and that this can blur when working at home
- If working at home the employee may encounter resentment from partners and/or dependents

### **3.2.2 Drawbacks for the Authority:**

- Technical problems e.g. managing remote access applications
- Maintenance of quality control
- Different challenges in terms of tracking progress and communicating with employees working away from the office or working flexible hours
- Adapting work processes for flexible working
- Danger of permanently office-based staff gradually taking on more responsibility by virtue of being around more
- Employees have a lack of feeling part of a team as the team is never together

## 4. Overarching principles

4.1 The following overarching principles must be fully integrated into any assessment of suitability and any decisions about changing approaches to delivering service:

- The needs of the service come first
- Recognition of those options which are the contractual entitlement of some or all employees (such as job sharing) and those which are available at the discretion of the Authority
- Equity in relation to flexible or New Ways of Working means equal access to employees to have their applications dealt with fairly
- Flexible or New Ways of Working is not about a “one size fits all” approach – applications need to be considered in the context of the service requirements and the specific duties and responsibilities of the post occupied by the applicant

4.2 In summary, when considering applications for flexible and/or New Ways of Working managers must:

- Use the Authority’s recognised procedure for all flexible/New Ways of Working applications, and subsequent refusals or agreements.
- Fairly consider all requests for Flexible and New Ways of Working on the basis of sound business decisions, and with due regard to the overall impact on service delivery, taking into account both the contractual entitlements of individual employees and the duty to consider appropriate reasonable adjustments for staff with disabilities
- Ensure that compliance with Health and Safety requirements is ensured and maintained.
- Ensure that manual and electronic records are kept secure and the provisions of the Data Protection Act and related legislation are complied with and that confidentiality is maintained to a high degree
- Be aware that managing a flexible workforce can be more challenging than supervising a “9 to 5” regime. Management styles may require review and the impact on other particular practices, such as performance management must be considered and appropriate steps taken. These challenges are not a reason to refuse flexible or New Ways of Working.

4.3 Managers must not:

- Refuse requests from employees to pursue one of the approaches or patterns of work without due consideration of its feasibility. This should include meeting with the employee to discuss further how the proposal may work to the benefit of the service.
- Agree any working pattern that breaches the Working Time Regulations

- Contravene the contractual entitlements of any employee
- Introduce additional variations to the approaches to work/working practices set out here without appropriate consultation with the Authority's HR advisors (currently Wandsworth's HR section) and the final approval of the General Manager.

## **5. Flexible working options**

### **5.1 Compressed working week(s)**

5.1.1 Compressed working weeks are where working time is reorganised so that the same weekly basic hours are worked, for example, for four days in a week. The effect of compressed weeks is to accommodate the diverse needs of staff to create more time for external activities, personal or career development and personal commitments, while facilitating the provision of extended service hours.

### **5.2 Flexible hours/Flexitime**

5.2.1 Flexible working hours/Flexitime schemes permit employees to have some flexibility over their start and finish times, within a core of given hours and also permits staff to work additional hours and take these as flexi leave after they have been accrued and agreed.

5.2.2 Standard Start/Finish Hours for flexible working hours or a specific Flexitime scheme vary between employers, although 08.00 to 18.00 hours is common practice. The possible Start/Finish Hours are to be determined by the General Manager.

5.2.3 Core times, i.e. that is times when employees have to be present in the workplace, also vary, but again it is not unusual for core times to be set at 10.00 to 16.00 hours. Core times are to be determined by the Line Manager with the approval of the General Manager.

5.2.4 Flexitime (where in place) includes the ability for staff to carry forward a surplus (credit) or deficit (debit) of hours from one accounting period to the next. There will be a limit of 14 hours credit and 7 hours debit.

### **5.3 Part-Time working**

5.3.1 Although there are a number of definitions for part-time working, including statutory ones, in effect, any employee who works less than the standard working week, which for the Authority is usually thirty-five hours, works on a part-time basis.

### **5.4 Staggered hours**

5.4.1 Staggered hours working allows for flexible start and finish times for work. An employee must work fixed hours every day in terms of start time, finish time and break times. It is not intended to reduce the number of working hours from normal full-time hours and the implementation of it means that staff working under it do not accrue "extra" hours. Contracted hours and employee benefits remain unchanged.

## **5.5 Term Time Working**

5.5.1 Term time working is a way of working where employees work during the school terms, i.e., they have all school holidays away from work, taking their annual leave entitlement during these periods.

5.5.2 Employees who work term time only will have their annual leave entitlement taken into account when calculating their salary. As with those employees who already work a contractual term time only pattern, they will then have their total level of remuneration proportioned to the number of days they are required to work over the year, allowing them to continue to receive a monthly salary that is equal all year round.

## **6 Time Off In Lieu**

6.1 It should be noted that time off in lieu (TOIL) is not a flexible working arrangement and should only be accrued in exceptional circumstances, where required for service delivery. In all instances line managers must agree with individual employees where TOIL is accrued and when this time may be taken back.

6.2 Accrued TOIL should normally be taken within three months of being earned.

## **7. Temporary Change to Working Hours**

7.1 It should also be noted that the Deputy General Manager may agree for an employee to have a temporary change to working hours to accommodate a change in home circumstance i.e. to assist with the care of a poorly relative.

7.2 This arrangement will be considered outside the main scope of this documentation.

## **8. New Ways of Working**

### **8.1 Occasional or ad-hoc homeworking**

8.1.1 Occasional or ad-hoc homeworking, when, for instance, an employee works from home for a day or part of a day in order to finish a report, or on a short term temporary basis for some other reason etc., is outside of the main scope of this documentation.

8.1.2 The Authority will not provide any general or information technology specific equipment in the home for the purposes of occasional homeworking. This does not exclude, however, the loan of shared equipment such as laptops etc. where these are available.

### **8.2 Considerations for partial or entire homeworking**

8.2.1 There will be many health and safety, finance, security, insurance, performance management and learning and development considerations for any partial or entire homeworking arrangements. These considerations are fully detailed in Appendix A. An employee should use the Application Form, attached as Appendix B, to apply for Homeworking arrangements.

8.2.2 The General Manager will consider all applications in his absolute discretion and will need to be satisfied that ALL the considerations identified in Appendix A have been properly taken into account. An application by the General Manager would be considered by the Clerk.

## **9. Cessation of Flexible Working or New Ways of Working**

9.1 New Ways of Working opportunities are voluntary. Either party can end the flexible working arrangement. The General Manager may decide that flexible working is no longer appropriate, or the employee's circumstances may have changed. This section sets out arrangements to ensure:

- a smooth transition from flexible working to standard office based working,
- that equipment, furniture and records are recovered
- that no unnecessary costs are incurred (e.g. connections, service agreements and licences are ended or transferred in a timely fashion)

9.2 The period of notice required to terminate the flexible working agreement is twenty-eight days on either side. Flexible working arrangements can be ended by either party and alternative working arrangements agreed. There must be valid operational reasons, by employee or manager, as to why the

arrangement needs to be terminated, e.g. misconduct, performance or effect on service provision.

9.3 In certain circumstances such as in operational emergencies, e.g. lack of cover to meet service requirements, the arrangement may be suspended with immediate effect.

## Considerations for Homeworking Arrangements

### 1. Health and safety

The Health and Safety at Work Act 1974 (HSWA) places duties on both employers and employees.

#### 1.1 Employers responsibilities:

- Employers have a duty to protect the health, safety and welfare of their employees, this includes mobile workers and staff working from home. Wherever the employee is working, their manager has to agree safe working arrangements and provide any necessary information, instruction, training and equipment. The manager is also required to actively seek confirmation of safe working practice by communicating regularly and effectively about health and safety issues.
- Employers also have a duty to consult with trade union safety (
- representatives concerning a range of matters, including the implementation of flexible working arrangements and New Ways of Working.
- The Authority commits itself to continue to approach health and safety issues jointly with recognised trades unions.

#### 1.2 Employees responsibilities:

- Employees also have a legal responsibility to take reasonable care of themselves and others affected by their acts or omissions; to report all faults which may be a hazard to their own or others' health or safety; and to co-operate with their employer to enable compliance with health and safety regulations. This applies wherever the employee is working: in Authority offices, their home or any other location. The employee is also required to co-operate with any measures which are introduced to establish a safe system of work and to follow advice from their line manager.

#### 1.3 Risk assessments

1.3.1 In order to comply with the Health and Safety at Work etc Act 1974, the Health and Safety (Display Screen Equipment) Regulations 1992 as amended by the Health and Safety (Miscellaneous Amendments) Regulations 2002 and other relevant legislation, a risk assessment of the flexible working arrangements must be undertaken prior to commencement of the arrangements. The Authority confirms that such risk assessments will only be undertaken by competent persons.

Where the flexible working agreement allows for an employee to work at home a risk assessment must be completed for the designated work area and both the manager and the employee must be satisfied that health and safety requirements will be adhered to.

1.3.2 Risk assessments will be, where appropriate, undertaken by the affected employee, using a self-assessment model, following appropriate learning and development activity being applied in order to comply with the requirement that only competent persons carry out risk assessment activity. In order that managers are enabled to maintain an appropriate overview, they will also be subject to appropriate learning and development activity.

1.3.3 It may also be necessary for the Manager or other representatives of the Authority or recognised trade union Health and Safety Representatives to visit the employee's home to carry out a health and safety risk assessment on the designated work space and employees should be aware that they are required to allow access to their premises for this reason. Any designated person having to undertake such visits will give reasonable notice.

1.3.4 A copy of any risk assessments should be kept by both the manager and the employee and the originals should be retained in the employee's personal file. Subsequently, the employee must check their working arrangements from a health and safety perspective every six months. If there are any changes to the flexible working arrangements or to the designated work area in the home, a new risk assessment must be completed. Managers should ensure that they are satisfied with the work undertaken on risk assessment generally and specifically ensure that any presenting issues are appropriately addressed.

## **2. Other health and safety considerations**

### **2.1 Employees working outside office hours**

2.1.1 Employees working flexible hours at the Authority's premises will benefit from the same attention to health and safety as mainstream office staff. However, they may suffer from an absence of the usual support mechanisms (e.g. IT support and first-aiders). Procedures need to be specified to deal with emergency situations, means of escape and equipment failure as the usual support staff may not be on the premises.

2.1.2 Procedures should be in place for occasions when personnel fail to respond to communications, do not contact their main office as expected, exceed their estimated time of return or fail to return to their base or home.

## 2.2 Health and Safety Regulations

2.2.1 Employers are responsible for ensuring compliance with Health and Safety at Work regulations, even where employees work away from the office. However, there are limits to the extent to which this is possible because of the limited control employers can exert e.g. over home offices. Co-operation by employees is therefore essential and a legal requirement.

## 2.3 Provision of furniture and equipment

2.3.1 Provision of furniture and equipment for use in the employee's home will comply with Health and Safety requirements (e.g. desk, chair, footrest).

## 2.4 Electrical equipment

2.4.1 If an employee uses Authority equipment their domestic electrical installation will need to be checked to ensure that the power supply is safe. This is a sensible precaution for all homes, particularly if your home has not been electrically checked in the last 10 years. The cost of this will be borne by the employee.

2.4.2 Testing of portable electrical equipment (PAT testing) will be carried out prior to provision of equipment.

2.4.3 Employees must not use untested items, e.g. extension leads or surge protectors.

2.4.4 The Authority has responsibility for maintaining records of Authority portable electrical equipment used by staff and dates for PAT testing. Arrangements should be made with staff to bring equipment due for testing into the office on agreed scheduled dates and, where possible, in line with the testing schedule in the employee's Authority workplace.

### 3. Accident and injuries

3.1 Accident reporting and insurance cover for flexible workers will be in line with existing arrangements, subject to full compliance with procedures by the employee undertaking flexible working – if an accident is recognised as ‘arising out of or in connection with work activities’ it is a work accident, even if it takes place outside of Authority premises. The employee must follow the same procedure as if they were in the normal working environment i.e. the Authority must be informed as soon as possible after an accident has occurred, appropriate medical help should be sought, and actions recorded via the Authority’s normal accident procedures. Similarly, the employee must report any health problems, or illnesses which may be attributable to, or aggravated by, their working conditions in line with Authority procedures.

3.2 Reporting of accidents and injuries at work is covered by the Reporting Of Injuries, Diseases And Dangerous Occurrences Regulations 1995 (RIDDOR 95). These Regulations place a duty on the employer to report and keep a record of certain work-related accidents, injuries, diseases and dangerous occurrences. Employers have a duty to ensure that they find out about accidents, injuries, diseases or dangerous occurrences arising from work-related activities, but this is reliant on information being provided by employees to their managers on a timely basis.

### 4. Finance and reimbursement

4.1 Managers and employees should also be aware that:

- any computer and other relevant equipment that needs to be provided for workers who work permanently from home will be purchased by the Authority.
- for employees who are permanent home workers (spending at least 80% of their working week working from home) the Authority will reimburse the cost of any additional broadband subscription costs (in addition to the needs of the household) i.e. needed as a result of working from home. This will be up to a value of £15 per month, this figure to be reviewed and adjusted up or down annually on 1 April by the Authority’s Deputy Treasurer.
- Travel over and above home to office and return journeys will be reimbursed in the normal manner.
- costs of business calls only on land lines, and, if it is the only way of communicating, on employees own mobile telephones will be reimbursed, if itemised proof of expense is provided.

- stationery should be ordered in the normal way and provided in appropriate circumstances for those undertaking work at home. No reimbursement will be made for any stationery ordered outside of these arrangements.
- no contribution will be made to the employee in respect of heating, lighting and electricity given the voluntary nature of flexible and New Ways of Working applications.

## 4.2 Potential Tax Liabilities

- Any computing and telecommunications equipment and reimbursement for broadband use and installation provided by the Authority is intended solely for business use. It is essential that tax issues are considered for each working arrangement.
- IT equipment:** Under HM Revenues and Customs' current rules, where an employer such as the Authority makes an asset available for private use by their employee, a taxable benefit in kind arises. All IT equipment provided by the Authority for homeworking are for business use only. Where private use occurs, a taxable benefit will arise on the value of the private use. The value of this benefit is usually based on 20% of the value of the asset when it is first provided to the employee. As an example, if a laptop is provided new, tax/NIC liability, will be calculated (each year) on 20% of cost of the equipment as new.

Managers issuing IT equipment to their employees have a responsibility to ensure that effective arrangements are in place to record and monitor private use, where this occurs

- Reimbursement of Household Expenses:** For HMRC's tax purposes, payments or reimbursements of household expenses by an employer may qualify for tax-free treatment only where the working from home arrangement is due to the nature of the job and not choice. The nature of the job must be such that the employee is necessarily required to work from home (i.e. must be part of the duties of the office or employment). So, for instance, if the nature of the job is such that the employee would normally work from the office but a Manager agrees local arrangement with an employee to work from home, any payments or reimbursement will be subject to tax and NIC deduction.

As the Authority's New Ways of Working initiative is largely a voluntary scheme (employees opt to work from home at

manager's discretion), HMRC would, under exiting guidance, take the view that working from home is by choice rather than being driven by a requirement of the nature of the job. In these circumstances, all payments and reimbursements {Including that under para 6.6.1 above} must be treated as taxable and liable and must be paid through Payroll to enable appropriate deductions to be made.

#### 4.3 Potential Business Rates Liability

- In some rare cases, if a room in the house is used for business purposes it could attract business rates; but rating authorities have generally been guided by the principle that if the room is available for domestic purposes when not being used for work, no charge need apply. This means that for the vast majority of home workers, business rates should not be an issue. Employees encountering any problems should inform their Manager.

#### 4.4 Potential Capital Gains Tax Implications

- An employee's capital gains tax liability may be affected if they sell, or otherwise dispose of their home, if part of the home has at some time been used exclusively for employment purposes, although the point made in the preceding paragraph is also likely to be relevant here.

### 5. Insurance issues

- The Authority will provide insurance cover for employees and for the equipment it has supplied to an employee for their flexible working arrangement. The employee must make all reasonable efforts to ensure the Authority's equipment is secure and safe. The Authority will cover equipment and personal insurance while in the home and in transit, while undertaking Authority business.
- The Authority could potentially be liable for loss, damage or injury caused by equipment that it has installed in the home, irrespective of who has suffered the loss.

#### 5.1 Loss

- If an employee or third party suffers any loss or damage to personal property or claim for death or injury resulting from the presence of Authority equipment within the employee's home the employee should in the first instance report this matter to their household insurer.

- In the event of a claim from the household insurer against the Authority this will be dealt with under the Authority's public liability insurance policy.
- The Authority will not be liable for any loss, injury, or damage, which is not directly connected with the equipment that it has installed.

## **5.2 Accidents at home**

- In the event of an accident happening while at home or while travelling to or from home on Authority business, employees will be covered by the Authority's Personal accident Insurance Scheme as if they were at work, provided that the incident occurred, in the Authority's view, while they were undertaking work on behalf of the Authority.
- In the event of accident or injury at home, it may be difficult to prove negligence on the part of the Authority because an officer working at home would be primarily responsible for their own working environment. Accidents must be reported immediately.

## **5.3 Theft of / Damage to Authority equipment**

- As well as informing your manager at the earliest opportunity, all incidents of theft of Authority equipment must be reported to the Police and a Crime Reference Number obtained.
- Where Authority equipment is damaged, this must be reported to your manager as soon as practicably possible.
- The manager will be responsible for providing all necessary information about theft and damage to property to the Authority's General Manager. Risk and Insurance Services Section of the Finance Department.

## **5.4 Notifying mortgage company/landlord**

- Although covered by the Authority's Employer's Liability Policy employees working at or from home are advised to ensure their home contents policy has public liability cover for at least £1 million (standard clause in most home insurance policies). Employees should provide their manager with evidence of this cover. If no such cover exists, the employee must notify their manager who should seek advice.

- If an insurance company/mortgage provider tries to increase premiums or mortgage payments because of the impact of homeworking the employee should firstly reject the company's proposal. If this is still not satisfactory the local manager will support the employee either through letters to the company or, exceptionally, discussing the potential for financing the increase. In these circumstances, the employee and their manager are advised to bring this matter to the attention of the General Manager.

## **6. Unauthorised use of Authority equipment**

6.1 Employees must take all reasonable steps to prevent unauthorised use of Authority equipment and all visitors to the home must be supervised for this purpose.

## **7. Homeworking and caring responsibilities**

7.1 Homeworking is not meant to be used as an alternative childcare or other care arrangement. If you are intending to work from home you will need to ensure that you make proper care arrangements.

7.2 If you have young children or other people at home, you will need to consider their safety as well as your own. If they are present during your working hours they must be cared for by a responsible person.

## **8. Working Time regulations**

8.1 The Working Time Regulations are a health and safety at work measure and include basic entitlements and limitations concerning how time spent at work is organised. These Regulations apply to all workers who have a contract with the Authority, including those with flexible working agreements. The main points of the regulations for the purpose of this policy are that an employee may work a maximum of 48 hours work per week averaged over 17 weeks.

Employees are entitled to:

- a break of at least 20 minutes where the working day is 6 hours or more
- an 11 hour break in each 24 hour period
- a 24-hour break in each 7-day period or a 48-hour break in each 14-day period.

8.2 The Working Time Regulations above are legal requirements designed to protect the employee. However, employees need to advise their

manager if work time is likely to significantly extend beyond the period agreed in their flexible working agreement, even if the working hours do not breach Working Time Regulations.

## **9. Performance Management**

9.1 Given that flexible and New Ways of Working will provide challenges in respect of performance management, managerial approaches will need to be adjusted to suit the circumstances brought about by the diverse ways in which service may be provided.

## **10. Learning and Development**

10.1 Learning and development needs should be agreed between the manager and staff member prior to any homeworking arrangements commence.

10.2 Employees working at home must have the same access to training and development as their team colleagues.

10.3 Managers should receive training on managing homeworking staff prior to the start of homeworking arrangements.

10.4 New Ways of Working will demand high levels of personal organisation and management skills. If an employee or manager has particular issues in relation to managing service or staff within the context of New Ways of Working, such issues need to be discussed in the normal way as part of the performance management and/or appraisal process, via discussions with line managers

## **11. Security**

### **11.1 General security**

- Failure to comply with the requirements set down for security is a breach of employee's obligations and may be dealt with, at an appropriate level, by use of relevant Authority procedures.
- Authority equipment used outside of the Authority's Administration Office will be detailed on an inventory and will be tagged appropriately.

A copy of this inventory will be signed by both the manager and employee and will form part of the flexible working agreement.

- An employee who removes tagging devices will face disciplinary investigation and, if the case is considered proven, appropriate action.
- If an employee fails to inform the Authority of material changes to the security of their home they may face investigation under the Authority's Disciplinary Procedure, and, if the case is considered proven, appropriate action.
- An assessment is required to consider security measures for the purposes of the protection of computer and other equipment, electronic data and manual data held and used in the home office. This will occur as part of the initial Health and Safety self assessment and will continue to take place on a six monthly basis.

## **11.2 IT and data security**

- Authority IT security procedures and standard build must be used at all times except where Authority approved facilities are made available for browser-based access to calendar, contacts, e-mail and tasks or other Authority systems from any Internet-enabled computer.
- Only computer equipment purchased or approved by the Authority and configured via the Authority's IT consultant can be connected to a Authority network.
- The Authority is responsible for ensuring that all data connections into the Authority's computer network are secure from hacking and from virus attack.
- Mobile employees and those employees working at home must comply with the Data Protection legislation and be compliant with the Authority's data protection policy and procedures as they would if they were working in an Authority office. In order to ensure that the Authority's confidential data is secure and safe while travelling, working off-site or working at home employees must ensure that:
  - all confidential electronic data is protected by a password
  - all confidential paper data is secured in a locked cabinet or case, when not in use

- confidential waste should be returned to the office for shredding or Confidential Waste service unless a shredder has been provided.
- Employees and Managers must ensure that information and equipment are kept securely in the home. Private and confidential information must be kept securely at all times. Line managers must ensure that all reasonable precautions are taken to maintain confidentiality of material in accordance with Authority policy including, where necessary, the provision of secure storage facilities.
- Homeworkers and Mobile Workers must follow procedures for the back up of data, as instructed by their line manager.

### 11.3 Personal security

- The home address of the employee must remain confidential and any post should be addressed to the usual Authority address and then re-directed.
- Home workers **must not** hold physical meetings at their home, but book meeting space at Authority premises.
- Where meetings are organised involving staff or external bodied on a remote basis the Authority's preferred software should be used,
- The physical security of remote workers and employees working outside of "core hours" should be considered in detail by staff member and manager, an issue that must be considered as part of the initial and ongoing application process as part of flexible and New Ways of Working.
- Managers must put in place arrangements for occasions when personnel fail to respond to communications, do not contact the WRWA Admin. Office as expected, exceed their estimated time of return or fail to return to their home. i.e. contact details of a family member must be provided before commencement of any home working arrangement.

### 11.4 Security of Authority Equipment

- Reasonable precautions must be taken when using and when in charge of IT and other Authority equipment and any specific guidance issued must be fully complied with.
- No items should be left unattended generally and specifically in public places.
- Items should not be left in vehicles, although where this is unavoidable, they should be locked in the boot of the vehicle and not visible.
- When left unattended in office environments, laptops should be secured to an appropriate immovable structure – a desk would be acceptable - using a suitable locking device and the key removed from the immediate area.
- While in the home an employee should ensure that they take all reasonable steps to protect Authority equipment by locking doors and windows while not in the home etc.



## Flexible working and New Ways of Working application form

### *Note to the employee*

You can use this form to make an application to work flexibly or work from home on a partial/full time basis.

It will help the General Manager to consider your request if you provide as much information as you can about your desired working pattern. When completing sections 3 and 4, think about what effect your change in working pattern will have both on the work that you do and on your colleagues.

Once you have completed the form, you should immediately forward it to your Line Manager. If the request is granted, this will be a permanent change to your terms and conditions unless otherwise agreed.

### **1. Personal Details**

Name:

Manager:

I would like to apply to make changes to my current working pattern.

### **2a. Your current working pattern (days/hours/times worked/location):**

### **2b. Describe the working pattern you would like to work in future (days/hours/times worked/location):**

### **2c. I would like this working pattern to commence from:**

Date:

**3. Impact of the new working pattern**

I think this change in my working pattern will affect my employer and colleagues as follows:

**4. Accommodating the new working pattern**

I think the effect on my employer and colleagues can be dealt with as follows:

Name:

Date:

Line Manager (Name):

Date Received:



# **Disciplinary Code of Practice**

**26<sup>th</sup> January 2021**

## Contents

|         |  |    |
|---------|--|----|
| 1.      | Disciplinary Code of Practice .....                            | 1  |
| 1.1.    | Aim .....  | 1  |
| 1.2.    | General Principles/ Policy Statement .....                     | 1  |
| 1.3.    | Trade Union Representatives .....                              | 1  |
| 1.4.    | Senior Management .....  | 2  |
| 1.5.    | General Principles/ Policy Statement .....                     | 2  |
| 1.6.    | Confidentiality.....   | 2  |
| 1.7.    | Roles and Responsibilities.....                                | 2  |
| 2.      | Procedure.....   | 7  |
| 2.1.    | Informal Action .....  | 7  |
| 2.2.    | Formal Action.....   | 7  |
| 2.3.    | Suspension from duty .....                                     | 8  |
| 2.4.    | Criminal, Audit and Safeguarding Investigations.....           | 8  |
| 2.5.    | Disciplinary Investigation.....                                | 9  |
| 2.6.    | Use of witnesses .....   | 8  |
| 2.7.    | Investigatory Interviews .....                                 | 8  |
| 2.8.    | Preparation for the Disciplinary Hearing.....                  | 9  |
| 2.9.    | Conduct of the Hearing.....                                    | 10 |
| 2.10.   | Possible Outcomes of a Hearing.....                            | 11 |
| 2.10.1. | Written Warning.....   | 11 |
| 2.10.2. | Final Written Warning.....                                     | 12 |
| 2.10.3. | Dismissal .....  | 12 |
| 2.11.   | Additional Sanctions .....                                     | 12 |
| 2.12.   | Confirmation of Decision .....                                 | 13 |
| 3.1.    | Points Value and Associated Expiry Periods.....                | 14 |
| 4.      | Appeal stage.....  | 15 |
| 4.1.    | General Principles .....                                       | 15 |
| 4.2.    | Responsibilities .....   | 15 |
| 4.3.    | Preparation for the Appeal.....                                | 15 |
| 4.4.    | Conduct of the Appeal .....                                    | 15 |
| 4.5.    | Adjournments .....   | 16 |
| 5.      | Standards .....  | 17 |
| 5.1.    | Representation .....   | 17 |
| 5.2.    | Reasonable Adjustments .....                                   | 17 |
| 5.3.    | Absence.....   | 17 |
| 5.4.    | Timescales.....  | 17 |
|         | Appendix 1 – Examples of Misconduct and Gross Misconduct. .... | 18 |

## 1. Disciplinary Code of Practice

### 1.1. Aim

The Code aims to assist and encourage all employees to achieve and maintain appropriate standards of conduct. The Code and procedure are intended to provide consistency in the treatment of employees and promote good practice to ensure that appropriate decisions are taken when dealing with instances of misconduct.

This Code and the accompanying guidance supersedes all previous managing disciplinary policies, procedures and guidelines.

### SCOPE OF THE CODE

This disciplinary code shall apply to all direct employees of the Authority except employees within a probationary period of service, to whom the provisions of the Authority's procedures for dismissal in the probationary period shall apply. For the purpose of this code the expression 'employee' means any person who is engaged by the Authority under a contract of employment. The expressions Clerk to the Authority ('the Clerk') and General Manager shall include any officer authorised to act on their behalf. The term 'nominated officer' shall mean an officer nominated by the General Manager for the purposes of this Code. The procedures set out in this code for dealing with disciplinary matters apply only to direct employees of the Authority. The Authority may decide on alternative procedures to deal with disciplinary cases where other appointed officers of the Authority are involved, in line with lead borough arrangements where appropriate. The same disciplinary standards apply to all employees and appointed officers.

### 1.2. General Principles/ Policy Statement

The Authority expects a high standard of conduct from all of its employees to ensure the delivery of high quality services to residents and other users of ~~the~~ Authority services. This Code provides a framework to support managers in dealing with cases, fairly and consistently, where an employee's conduct does not meet that standard.

### 1.3. Trade Union Representatives

Recognised staff representatives will be subject to the same standards of conduct as other employees, but will have the right to be represented by

their District or Regional Officer. Disciplinary action beyond a verbal warning will not be taken until the circumstances of the case have been discussed with the District/Regional Officer. Following this notification, the procedure will be followed in the same way as detailed for employees generally.

#### 1.4. Senior Management

The Clerk shall decide on hearing arrangements for various stages under this Code relating to ~~the General Manager or Deputy General Manager any senior staff and any other officer graded at Hay band level reporting directly~~. There shall be a right of appeal against the Clerk's decision to the Members of the Authority. MW – is this para. Necessary and if so, should it apply to all staff?

#### 1.5. General Principles/ Policy Statement

The Authority expects high standards of conduct from its employees and requires all managers and employees to have a clear understanding of the expectations of staff in the course of their duties; these are outlined in the Authority's Code of Conduct.

Formal disciplinary sanctions will only be issued as a result of a disciplinary investigation and each step within the Code will be taken without unreasonable delay.

The Code provides a framework to ensure fair and consistent treatment and that any disciplinary action taken is as a result of a fair and reasonable process.

#### 1.6. Confidentiality

Any person involved with this Code of Practice is expected to maintain confidentiality at all stages, except as required or permitted by the Code. If an employee breaches confidentiality, they could be subject to separate disciplinary action depending on the nature of the breach.

#### 1.7. Roles and Responsibilities

**Employees** are responsible for:

- understanding the Code and what the Authority expects from them in terms of their conduct and behaviour at work;
- cooperating with disciplinary investigations by attending interviews during normal/office working hours whenever possible;

- arranging their own representation as soon as possible to avoid causing undue delay when required to attend investigatory interviews and formal hearings;
- arranging for their witnesses to attend any formal hearings;
- liaising with the Investigating Officer promptly e.g. if they become unwell and are unable to attend interviews or if they wish to book annual leave; and
- attending Occupational Health appointments to determine their fitness to attend meetings/hearings if required to do so by the Investigating Officer or their line manager.

**Line Managers** are responsible for:

- attending relevant training workshops on how to apply the Code;
- seeking advice and guidance from the Executive Officer in applying the Code;
- ensuring their employees have access to the Code;
- ensuring any action taken under the Code is dealt with in a timely, fair, confidential and consistent manner, avoiding any undue delays;
- ensuring employees are treated objectively and fairly;
- making referrals to Occupational Health, if appropriate in consultation with Executive Officer;
- making any reasonable adjustments that may be required in accordance with the Equality Act 2010;
- maintaining contact with employees and update them periodically on the progress of the investigation, including those who have been suspended from duty;
- providing high quality and concise reports as required under the Code in a timely manner; and
- ensuring a note is taken of all meetings and hearings.

**The General Manager assisted by the Executive Officer** is responsible for:

- ensuring that managers have the knowledge and information they need in order to apply the Code, by providing training, information, advice and support;
- providing managerial support and guidance when requested by Investigating Officers, for the timely progress of cases in accordance with the Code;
- liaising with the ~~Head of Human Resources (Wandsworth), the Authority's Human Resources ("HR") Advisor (currently Wandsworth Council's HR section)~~ Trade Unions and Internal Audit when appropriate e.g. in cases

where suspension is deemed appropriate, cases involving potential fraud etc.;

- ensuring the Code and supporting materials are kept up to date and reflect best practice;
- providing advice to employees on the application of the code;
- working with Occupational Health to ensure any referrals are prioritised to ensure investigations progress in a timely manner taking account of any relevant medical information;
- providing managerial support and guidance to Adjudicating Officers at disciplinary or appeal hearings e.g. Interpreting the Code and ensuring any disciplinary sanctions that are being considered are fair, reasonable and consistent with Authority policy.

**Investigating Officers** are responsible for:

- clarifying the allegations;
- establishing the facts of the case;
- maintaining appropriate timescales for the investigation to be carried out;
- attending any Audit or Safeguarding interviews if appropriate;
- conducting the investigation by interviewing the employee under investigation, witnesses and gathering any other relevant evidence;
- maintaining contact with the employee under investigation if the employee is suspended from duty or is absent from work due to sickness during the investigation;
- preparing a concise report of the evidence and findings of the investigation and recommending whether there is a potential disciplinary case to answer;
- presenting their report to the Adjudicating Officer at the hearing;
- liaising with HR (Wandsworth) throughout the investigation as appropriate; and
- maintaining confidentiality.

**Adjudicating Officers** Chief Officers ([Clerk, Treasurer or General Manager](#)) are responsible for:

- reviewing the Investigating Officer's report and deciding whether there is a potential disciplinary case to answer;
- writing to the employee to inform them that they are required to attend a disciplinary hearing;

- conducting the hearing in accordance with the procedure as detailed in paragraph 2.6;
- deciding whether a disciplinary offence has been committed on the balance of probabilities and if so, deciding what penalty is appropriate;
- informing the employee of their decision following the hearing; and
- writing to the employee to confirm the outcome of the hearing/their decision.

## 2. Procedure

### 2.1. Informal Action

Good management practice requires that issues related to behaviour and conduct should be dealt with at the earliest opportunity. It is essential that all employees are aware of the standards of conduct and behaviour expected of them as soon as they commence, and throughout their employment with the Authority.

When minor infringements of the expected standards of conduct occur these should be dealt with outside of the formal procedure and discussed with the employee as part of everyday supervision with appropriate support being given to achieve the desired results/standards. However, should minor infringements, such as continued lateness not improve, formal action should then be taken.

Where a manager is uncertain about whether informal action is appropriate they should seek advice from [the Authority's HR Advisor](#) ~~Human Resources (Wandsworth)~~.

### 2.2. Formal Action

When a manager becomes aware that an act of misconduct may have been committed, they should consult with the General Manager and/or Executive Officer at the earliest opportunity.

If it is agreed that an investigation should be conducted, the ~~manager should inform the~~ General Manager ~~- who~~ will nominate ~~either~~ the Deputy General Manager (DGM) (or an alternative senior officer from Wandsworth, if necessary) to lead the investigation (who is known as the ~~I~~Investigating Officer).

Dependent on the nature and severity of the issues that need to be examined, the ~~DGM Investigating Officer~~ will work with Human Resources (Wandsworth) to support them in their investigation.

In cases of potential financial irregularities or potential fraud which may lead to criminal proceedings being brought, Internal Audit should also be consulted for advice.

Depending on the circumstances and the advice that has been given, the [line](#) manager will inform the employee about the alleged breach of conduct and ask the employee to give an explanation. This should be done at the earliest opportunity and the employee should be given the available evidence without prejudicing or interfering with any other investigation that may need to take place first.

### 2.3. Suspension from duty

At the beginning, or during the course of an investigation into an allegation of Gross Misconduct, it may be necessary to consider suspending the employee from duty or finding some other suitable alternative work for them to undertake during the investigation. This will normally be decided by the General Manager following consultation with the [Authority's HR Advisor Human Resources \(Wandsworth\)](#).

Suspension is a neutral act to facilitate the investigation and alternatives to suspension should always be considered. These may include ~~working at a different location or~~ undertaking alternative duties but other actions may be considered. The Investigating or other nominated officer should maintain contact with the employee especially if they are suspended from work and they should be updated with developments in their work area, as well as developments in the investigation. The Investigating Officer should always consider if it may be appropriate to bring the employee back to work. This will only follow advice ~~from the Authority's HR Advisor from a senior Human Resources (Wandsworth) representative~~ and authorisation from the Clerk.

The General Manager, or other nominated senior manager, will normally meet the employee in person to suspend them and explain the terms and conditions of their suspension, which must be confirmed in writing.

During any period of suspension, an employee will receive their normal entitlement to pay. ~~Please see the guidance notes for further information on suspensions.~~

#### Criminal, Audit and Safeguarding Investigations

Where an employee has committed an act either in or outside their employment resulting in charges being brought against them by other parties including the Police, or there are investigations by the Police, or the

Authority's Internal Audit, these investigations are procedurally separate from the Authority's disciplinary procedure.

It is not usually necessary for a disciplinary investigation to be put on hold until these other investigations are complete, but this may be an appropriate course of action, depending on the circumstances. ~~Please refer to the guidance notes for more information on investigations which may precede or occur simultaneously with a disciplinary investigation.~~

Allegations that an employee may have committed criminal offences either within or outside of employment may lead to formal disciplinary action, especially where the allegations are considered to:

- be relevant to the employee's employment with the Authority,
- bring the Authority into disrepute or have a damaging effect upon the Authority's integrity and reputation.

Investigations conducted by the Police and Internal Audit into alleged criminal, fraudulent or inappropriate activity may take place outside of the disciplinary procedure and **without** the employee's knowledge. The outcome of such investigations may be taken into account to inform any subsequent internal disciplinary action. Where appropriate, the Investigating Officer should attend and a [representative from the Authority's HR Advisor Human Resources advisor \(Wandsworth\)](#) may attend all meetings that may be relevant to the disciplinary investigation.

## 2.4. Disciplinary Investigation

When ~~the DGM a manager~~ has been appointed as an Investigating Officer, it is important to inform the employee as soon as possible that an investigation is being carried out and the nature of the complaint(s) or allegation(s) against them. This should be confirmed in writing.

The purpose of the investigation is to establish the facts of the case. The Investigating Officer may offer a recommendation as to the level of hearing (Misconduct or Gross Misconduct) but should not make any recommendation in regards to the type of sanction.

Investigations must be conducted fairly, thoroughly, and in a timely manner. Where possible the Investigating Officer should give the employee an indication of the timeframe for the investigation, including any delays or changes to this.

## **2.5. Use of witnesses**

The Investigating Officer shall interview and obtain copies of the interview notes/statements from all relevant witnesses which should be signed and dated.

## **2.6. Investigatory Interviews**

The employee and any witnesses will attend separate investigatory interviews. The employee will normally be given a minimum of three days notice of investigatory interviews. If all parties consent then the investigation can proceed at an earlier date.

An employee who is the subject of an investigation will be entitled to be accompanied at the meeting by a Trade Union representative or a work colleague.

An investigatory interview can be postponed, generally on only one occasion, unless there are extenuating circumstances, at the discretion of the Investigating Officer if the employee's preferred representative is not available and where an alternative date is proposed by employee/representative.

Witnesses will not normally be accompanied at an investigatory interview by a Trade Union or work colleague unless there are special circumstances (for example if the witness is alleged to have experienced bullying or harassment).

A record of the investigatory interviews will be taken, as arranged by the Investigating Officer. A copy of the record taken will be sent to the employee and representative as soon as reasonably practicable, giving them the opportunity to correct the record for accuracy and amend them if they so wish within a specified timescale. If the employee fails to return the record by the required time, it will be taken that the records have been accepted as an accurate reflection of the investigatory interview.

The Investigating Officer will submit to the Adjudicating Officer a concise report of the investigation which will summarise the case, most importantly the allegations and how the evidence supports or does not support the allegations. Other information such as witness statements will be appended to the report.

If the Adjudicating Officer decides it is not appropriate to convene a disciplinary hearing, the employee will be informed in writing that no formal disciplinary action is to be taken. Where appropriate an informal warning, guidance and advice may be given to the employee by the Adjudicating Officer or the employee's line manager.

If the Adjudicating Officer considers that there is a case to answer, a disciplinary hearing will be arranged to be chaired by them.

The employee will be written to and invited to attend the disciplinary hearing.

For purposes of this code, two levels of Misconduct are specified; they are: - Misconduct and Gross Misconduct. Examples of offences considered to normally constitute Misconduct at these levels are given in the guidance. The lists are not exhaustive.

For example, whilst neglect of duty may ordinarily be considered potential Misconduct, if there is evidence of serious neglect of duty, this may be considered potential Gross Misconduct.

## **2.7. Preparation for the Disciplinary Hearing**

Where the Adjudicating Officer has decided that there is a case to answer, the case will be considered at a formal disciplinary hearing. The hearing will be chaired by the Adjudicating Officer who has not previously been involved in the case who will be assisted by the Human Resources (Wandsworth) or nominee who will provide guidance on the procedural aspects of the process.

The employee shall be informed in writing of the arrangements for the hearing. The Investigating Officer's disciplinary report including all evidence that will be referred to at the hearing and a copy of the employee's work record/history will be sent either with the invite letter or separately at least five clear working days prior to the date of the hearing. Also any management witnesses who will be attending the hearing will be named in the invite letter.

The employee will also be advised that if they wish to submit any documents, statements or other written information for consideration by the Adjudicating Officer, then they should do so at least 48 hours before the hearing. They will also be advised to name any witnesses they wish to call and that it is their responsibility to arrange their attendance.

This letter will be delivered by hand to the employee or sent by courier if the employee is not at work.

## 2.8. Conduct of the Hearing

- i. The facts of the case shall be reported in writing by the Investigating Officer and taken as read by the Adjudicating Officer.
- ii. The Investigating Officer may present a short oral report highlighting the key facts of the case.
- iii. Witnesses may attend the hearing to establish the facts and be cross-examined.
- iv. The employee and any representative shall be given the opportunity to ask questions of the officers and any witnesses who are in attendance at the hearing.
- v. The Adjudicating Officer and [the representative from the Authority's HR Advisor Human Resources \(Wandsworth\) or nominee](#) shall ask the Investigating Officer and any witnesses questions to establish the facts of the case.
- vi. The employee and any representative shall then respond to the management case by presenting their case to the Adjudicating Officer to explain the circumstances that led to the complaint/allegations and provide any relevant information to explain any mitigating circumstances which if in writing will be taken as read. The employee and their representative may call witnesses to provide evidence.
- vii. The Investigating Officer shall be given the opportunity to ask questions of the employee and/or representative and any witnesses.
- viii. The Adjudicating Officer and [the representative from the Authority's HR Advisor Human Resources \(Wandsworth\) or nominee](#) shall ask questions as necessary.
- ix. The Adjudicating Officer may adjourn a hearing in order to allow further evidence to be produced or for any other purpose required by the particular circumstances.
- x. The Investigating Officer shall sum up followed by the employee or representative.

- xii. The Adjudicating Officer will then adjourn the hearing to consider their decision. [The representative from the Authority's HR Advisor Human Resources \(Wandsworth\) or nominee](#) will be present whilst the Adjudicating Officer deliberates their decision.
- xiii. The employee and any representative shall then be informed of the decision.
- xiv. If the Adjudicating Officer finds that an offence has been committed, they shall be presented with the employee's work record. The employee will be given the opportunity to present any mitigation for their actions.
- xv. The Adjudicating Officer shall then adjourn the hearing again and consider such action as is appropriate in the circumstances. [The representative from the Authority's HR Advisor Human Resources \(Wandsworth\) or nominee](#) will be present whilst the Adjudicating Officer deliberates their decision.
- xvi. The employee and any representative shall then be informed of the decision.

## 2.9. Possible Outcomes of a Hearing

If a case of misconduct or gross misconduct is found at the disciplinary hearing there are three main levels of sanctions which can be considered by the Adjudicating Officer.

### 2.9.1. Written Warning

A Written Warning will be considered an appropriate sanction for acts of Misconduct where there is any act or failure to act by an employee which management consider calls for formal disciplinary action if proven but which is of a nature not to warrant the employee being dismissed or given a final warning.

Warnings at this level normally remain on the work record for two years from the date of the disciplinary decision before being removed.

If a written warning is to be issued, the employee will be reprimanded by the Adjudicating Officer and issued a two year written warning and inform the employee ~~about the allocation of points as outlined in the Amalgamation Procedure (if appropriate), which will be confirmed~~ in writing.

### 2.9.2. Final Written Warning

A final written warning will be issued for any act of misconduct if a written warning has already been issued and another offence has occurred or, where the conduct is of such a serious nature that a first written warning is not deemed appropriate, or where the offence does not warrant dismissal but it does warrant a final written warning and should another disciplinary offence be found the employee will be liable to dismissal.

Warnings at this level normally remain on the work record for three to five years from the date of the disciplinary decision.

If a final written warning is to be issued, the Adjudicating Officer will reprimand the employee, and, issue a three to five year final warning, consider any additional appropriate sanction and inform the employee ~~about the allocation of points as outlined in the Amalgamation Procedure and appeal rights (if appropriate), which will be confirmed~~ in writing.

### 2.9.3. Dismissal

Dismissal only applies where a final warning has previously been issued (and remains live) or where, on the balance of probabilities, an allegation of gross misconduct has been found. The Adjudicating Officer will inform the employee that they will be dismissed with or without notice, inform them of their appeal rights and the decision will be confirmed in writing.

Summary dismissal, that is immediate dismissal without previous warning and without notice, will only apply in cases with a finding of gross misconduct that is where the conduct is of a sufficiently serious nature to bring the contract to an end without the need for notice or pay in lieu.

## 2.10. Additional Sanctions

In addition there are a number of supplementary sanctions that an Adjudicating Officer may consider to accompany a written warning or a final written warning, including suspend without pay (up to four weeks) and/or transfer or demotion. ~~Generally, the sanctions of demotion or transfer will be applied as an alternative to dismissal where the circumstances warrant this and where an alternative post has been identified and is available. Salary protection will not apply to transfers or demotions.~~

### 2.11. Confirmation of Decision

The Adjudicating Officer's decision shall be confirmed in writing, within 5 working days of the hearing and be delivered by hand to the employee or sent by courier if the employee is not at work or did not attend the hearing. The employee shall be informed of their appeal rights to the [Human Resources \(Wandsworth\) Executive Officer](#) and that such appeals must be lodged within ten working days of the date on which the decision was delivered to the employee.

~~3. Amalgamation of Action (Award of points)~~

~~4.~~

~~5. At the different stages of this Code, reference is made to the Procedure for Amalgamation of Action under the Authority's Codes and Procedures. The Amalgamation Code should be consulted on each occasion when formal action is taken. Employees appointed or promoted from April 2000 are subject to the Amalgamation Code and Human Resources (Wandsworth) will confirm whether the employer is subject to its provisions. Details of the points awarded under the different codes is contained at Appendix 2 – Points value and expiry periods for each code.~~

~~6. For convenience, a brief outline of the scope of the Procedure for Amalgamation of Action under the Authority's Codes and Procedures of Practice regarding the Disciplinary Code, showing the points value and associated expiry periods for each stage has been outlined below at paragraph 3.1.~~

~~7. Should formal action be taken by management which results in a hearing under the code or procedure for discipline, unsatisfactory performance or absence management, a certain number of points which apply to each level of the code or procedure will be allocated, depending on the level of the action taken.~~

~~8.3. Accordingly, the Procedure for Amalgamation of Action under the Authority's Codes and Procedures supplements this Code.~~

~~8.1. Points Value and Associated Expiry Periods~~

~~Written Warning~~

~~Misconduct found (6 points).~~

~~Expiry period of 2 years from disciplinary decision.~~

~~Final Written Warning~~

~~Gross Misconduct found (12 points).~~

~~Second Misconduct found (a further 6 points)~~

~~Expiry period of 3–5 years from disciplinary decision.~~

## 9.4. Appeal stage

### 9.1.4.1. General Principles

Employees should put their appeal in writing to the Clerk within 10 working days of receiving a letter of confirmation ~~using the appeal template~~. Appeals will be arranged as soon as possible. The appeal should be dealt with ~~impartially by and wherever possible with~~ a Member of the Authority who has not previously been involved in the case.

### 9.2.4.2. Responsibilities

**Employees** are responsible for:

- submitting their appeal clearly stating the grounds of their appeal within the required timescale.

**Managers** are responsible for:

- ensuring that all appeals are heard without unreasonable delay

**Human Resources (Wandsworth)** are responsible for:

- providing advice and guidance to the panel of the appeal hearing

**Trade Unions** are responsible for:

- providing support, advice and representation for employees

### 9.3.4.3. Preparation for the Appeal

On receipt of an appeal, clearly stating the grounds of their appeal, the employee shall be notified in writing of the date, time and place of hearing and shall be given at least five working days notice.

Any appeal shall be heard by a Member of the Authority (the Appeal Officer) with the Head of Human Resources (Wandsworth) or their nominee, whose decision on the matter will be final.

### 9.4.4.4. Conduct of the Appeal

- The facts of the case shall be reported in writing by the Adjudicating Officer and taken as read by the appeal officer. The manager may present a short oral report highlighting the key facts of the case.
- The employee and any representative shall be given the opportunity to ask questions of the officers concerned.
- The Appeal Officer and a representative from the Authority's HR Advisor ~~Head of Human Resources (Wandsworth) or nominee~~ shall ask such further questions as are necessary to establish the facts of the case.

- The employee and any representative shall then put his/her case in writing using the template available, if they wish, and will be taken as read by the Appeal Officer to explain the reasons for their appeal and any other relevant information. The employee may present a short oral report highlighting the key facts of the case.
- The Adjudicating Officer shall be given the opportunity to question the employee.
- The Appeal Officer and [the representative from the Authority's HR Advisor](#) ~~Head of Human Resources (Wandsworth) or nominee~~ shall then have the opportunity to question the employee and any witnesses
- The Adjudicating Officer and employee shall then both sum up.
- The Appeal Officer and [the representative from the Authority's HR Advisor](#) ~~Head of Human Resources (Wandsworth) or nominee~~ shall then consider the case in private. If it is necessary to recall any party to answer any questions, all the parties shall be recalled. The Appeal Officer shall decide on the outcome of the appeal in all respects on behalf of the Authority as employer.
- All parties shall then be recalled and informed of the decision. The appeal decision shall be confirmed in writing by letter, sent by recorded delivery or by hand to the residence or workplace of the employee. The letter shall confirm the decision and that the decision is final.

#### **9.5.4.5. Adjudgments**

The Appeal Officer may adjourn a hearing in order to allow further evidence to be produced, or for any other purpose required by the particular circumstances. An employee who is seeking an adjournment of the hearing must specify the reason for this. The Appeal Officer will consider the request, taking advice from the [the representative from the Authority's HR Advisor](#) ~~Head of Human Resources (Wandsworth) or nominee~~ as necessary.

## **10.5. Standards**

### **10.1.5.1. Representation**

Employees are entitled to representation at the formal stages of the Code by either a work colleague or trade union representative. Requests for any other representation are at the discretion of the Head of Human Resources (Wandsworth) or nominee.

### **10.2.5.2. Reasonable Adjustments**

The Authority will consider requests for reasonable adjustments for any disabled employees in line with the Equality Act 2010. ~~For further information please refer to Guidance.~~

### **10.3.5.3. Requests for Postponement**

Agreement to requests for postponing meetings at any stage of the process will be at the discretion of the appeal officer. If any requests for postponements are not agreed, the hearing is likely to proceed either with or without the employee being in attendance.

### **10.4.5.4. Absence**

If the employee is absent due to sickness during any formal stage of this process, they may be referred to Occupational Health for an opinion about their fitness to take part in an investigatory interview or a hearing.

### **10.5.5.5. Timescales**

The Authority is committed to completing all people management processes within a reasonable timescale and not subjecting the employee to any undue delay. The Line Manager or Appeal Officer will keep the employee informed of their estimated timescales and inform them of any subsequent delays or substantial changes to them.

## Appendix 1 – Examples of Misconduct and Gross Misconduct.

The following are examples of misconduct and gross misconduct which will be dealt with by the disciplinary code. The list is not exhaustive or exclusive.

Offences may be dealt with as either misconduct or gross misconduct under this code, dependent on the nature of the allegations. For example a serious breach of the code of conduct may be dealt with as gross misconduct, whereas a minor breach may be dealt with as misconduct.

| EXAMPLES OF MISCONDUCT   | EXAMPLES OF GROSS MISCONDUCT   |
|--|--|
| 1. Unauthorised and/ or improper use or possession of Authority property.    | 1. Theft, or being involved in a theft, or attempted theft, of money, goods, property or services belonging to the Authority, or those in its care or over which it has custody, or responsibility, or to which an employee has access by virtue of official duty, including the handling of stolen goods, and the falsification of any document (s) to gain monetary or other advantages, falsification of attendance records either personally or for another employee, or other dishonesty. |
| 2. Abuse by an employee of any authority vested in him/her.                  | 2. Undertaking private work during hours when contracted to work for the Authority.  |
| 3. Prolonged or persistent lateness or absence from duty without permission. | 3. Corruptly soliciting or receiving any benefit or advantage from any individual or body with whom the Authority has dealings, including any failure to notify the employing Director of a pecuniary interest in a contract with the Authority.   |
| 4. Neglect of duty, or refusal to obey legitimate instructions.              | 4. Wilful damage to Authority property   |
| 5. Failure to notify the employing General Manager of any gift, benefit,     | 5. Violent, or dangerous or reckless behaviour of any kind on Authority  |

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| hospitality, or other advantage in breach of the code of conduct governing employees' dealings with anyone doing business with the Authority .   | premises or whilst on Authority business.   |
| 6. Reporting or attending for duty whilst under the influence of drugs (other than those which have been medically prescribed) or alcohol, the effect of which renders the employee unfit to perform his/her duties. | 6. Serious abuse towards, or assault upon, employees, persons in care, or members of the public.  |
| 7. Abuse towards, or assault upon, employees, persons in care, or members of the public.   | 7. Maltreatment of persons in care or whose personal welfare is otherwise the responsibility of the Authority.  |
| 8. Unauthorised and/ or improper use of Authority information.   | 8. Breaches of confidentiality or other action seriously prejudicial to the interests of any individual or the Authority, including any unwarranted breach of confidentiality in respect of disciplinary records which seriously prejudices the interests of an individual employee.  |
| 9. Breach of the Authority's code of conduct.  | 9. Providing false information to support an application for employment, or during the course of such application the failure to disclose a relationship with a member or senior officer of the Authority.  |
| 10. A grievance brought maliciously in bad faith.  | 10. Offences within or outside the Authority's employment which, by their nature: <ul style="list-style-type: none"> <li>a. Prevent the employee from continuing to do the job for which he/she was employed; or</li> <li>b. Seriously call into question the employee's fitness to continue in the job which he/she was employed to do; or</li> <li>c. Have a damaging effect upon the reputation and integrity of the Authority.</li> </ul> |

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| 11. Unlawful discrimination against any person in the course of employment with the Authority. |
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| 12. The occasion of a second misconduct offence. |
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# Code of Conduct for employees

26<sup>th</sup> January 2021

## CONTENTS

## PAGE

|   |                  |
|---|------------------|
| <b>Preamble</b>   | <b>3</b>         |
| <b>Standards</b>  | <b>3</b>         |
| <b>Whistleblowing</b>   | <b>6</b>         |
| <b>Disclosure of Information</b>                              | <b>7</b>         |
| <b>Political Neutrality</b>                                   | <b>7</b>         |
| <b>Relationships</b>  | <b>8</b>         |
| - Members   | <b>8</b>         |
| - The Local Community and Service Users                       | <b>8</b>         |
| - Staff Involvement in External Organisations                 | <b>8</b>         |
| - Contractors   | <b>8</b>         |
| <b>Staff recruitment and other Employment Matters</b>         | <b>9</b>         |
| - Recruitment and Relationships                               | <b>9</b>         |
| - Involvement of Members in Individual Staff Cases            | <b>9</b>         |
| - Requirements to Disclose Relevant Criminal Sanctions        | <b>9</b>         |
| <b>Outside Commitments</b>                                    | <b>10</b>        |
| <b>Personal Interests</b>                                     | <b>10</b>        |
| - Related Party Transactions                                  | <b>11</b>        |
| <b><u>Diversity, Equalities and Inclusion</u> y-issues</b>    | <b>11</b>        |
| <b>Separation of Roles during Tendering</b>                   | <b>11</b>        |
| <b>Corruption</b>   | <b>12</b>        |
| <b>Use of Resources</b>                                       | <b>13</b>        |
| <b>Gifts, Hospitality or Other Benefits</b>                   | <b>13</b>        |
| <b>Sponsorship – Giving and Receiving</b>                     | <b>13</b>        |
| <b>Interpreting and Using the Code</b>                        | <b>14</b>        |
| <b><u>Appendix – Gifts, Hospitality and Benefits Code</u></b> | <b><u>16</u></b> |

## PREAMBLE

This Code of Conduct has been adopted by Western Riverside Waste Authority for its staff. Any constituent council officer serving as an officer of the Authority will be subject to this Code (save for any specific non-applications) and, when functioning in that capacity, must at all times act in the best interests of the Authority.

This Code is closely modelled on a previous longstanding version approved by the Authority in 20~~15~~07.

As before, the Code refers to a range of other codes, procedures and guidance dealing with a number of items relevant to the way in which staff should conduct themselves. These are highlighted at the end of each appropriate paragraph or section.

All staff are asked to read carefully both this Code and also any procedures and guidelines which are relevant to their work. This is extremely important because you are required to abide by the provisions in this Code. Any alleged breach will be investigated as a possible disciplinary offence. If you are in any doubt about the contents or have any queries at any time on this Code or the related documents, you should always consult your manager, in the first instance.

### 1. Standards

- 1.1 Employees of the Authority are expected to give the highest possible standard of service to the public, and where it is part of their duties, to provide appropriate advice to Members of the Authority and fellow employees with impartiality.
- 1.2 Specifically, there are a number of principles that exemplify the standards that are required. They are set out below. A number of these aspects are dealt with in more detail within this Code.

#### Honesty, Integrity, Impartiality and Objectivity

All employees must perform their duties with honesty, integrity, impartiality and objectivity.

#### Accountability

All employees must be accountable to the Authority for their actions.

#### Respect for Others

All employees must –

- (a) treat others with respect;

- (b) not discriminate unlawfully against any person; and
- (c) treat Members of the Authority professionally.

Stewardship

All employees must –

- (a) use any public funds entrusted to or handled by them in a responsible and lawful manner; and
- (b) not make personal use of property or facilities of the Authority unless properly authorised to do so.

Personal Interests

All employees must not in their official or personal capacity –

- (a) allow their personal interests to conflict with the Authority's requirements; or
- (b) use their position improperly to confer an advantage or disadvantage on any person.

Declaring Interests

All employees must comply with the Authority's requirements –

- (a) to declare interests; and
- (b) to declare hospitality, benefits or gifts offered or received as a consequence of their employment.

Openness

All employees must –

- (a) not disclose information given to them in confidence by anyone, or information acquired which they believe is of a confidential nature, without the consent of a person authorised to give it, or unless they are required by law to do so; and
- (b) not prevent another person from gaining access to information to which that person is entitled by law.

Appointment of staff

An employee must not be involved in the appointment or any other decision relating to the discipline, promotion, pay or conditions of another employee, or prospective employee, who is a relative, friend or close personal associate without the express prior approval of the General Manager or Clerk.

In the above paragraph “relative” means a spouse, partner, parent, parent-in-law, son, daughter, stepson, stepdaughter, child of a partner, brother, sister, grandparent, grandchild, uncle, aunt, nephew, niece, or the spouse or partner of any of the preceding persons. “Partner” means a member of a couple who live together. A “friend” can be described as someone who is well known to you and for whom you have feelings of liking, affection and loyalty. It is a closer relationship than simply being an acquaintance. For example, if you are both members of the same charity, club or association, this is not likely, on its own, to mean that you have a friendship.

If you take the answers to the following questions together, this might help you decide whether or not a friendship exists:-

- Do you meet often/regularly?
- Where do you meet?
- Do you regularly attend the same social functions?
- Do you meet at each other’s houses?
- Are you close or connected in other ways?

In this paragraph “close personal associate” would include a person not employed by the Authority with whom you have a close business connection.

Duty of trust

All employees must at all times act in accordance with the trust that the public is entitled to place in them.

### *Safeguarding*

All employees must undertake their work in accordance with any requirements laid down (for their job) in support of the Authority's duties for safeguarding children and young people and also for safeguarding vulnerable adults.

## **2. Whistleblowing**

2.1 In parallel with this Code, the Authority also has an approved Policy and Procedure which is intended to encourage and enable employees to raise serious concerns within the Authority rather than overlooking a problem or “blowing the whistle outside”.

The Policy has three aims:-

- (a) to provide avenues for employees to raise serious concerns about any aspect of the Authority’s work and receive feedback on any action taken;
- (b) to allow employees to take the matter further if they are dissatisfied with the Authority’s response; and
- (c) to reassure employees that they will be protected from reprisals or victimisation for whistleblowing in good faith.

2.2 If at any time an employee has a serious concern about something which he/she believes in good faith:-

- is unlawful; or
- is against the Authority’s Standing Orders or policies; or
- falls below established standards or practice; or
- amounts to improper conduct; or
- is a health and safety risk to the public as well as other employees; or
- involves damage to the environment; or
- involves the unauthorised use of public funds; or
- involves possible fraud or corruption; or
- involves sexual, physical or other abuse

they must follow the advice given in the Confidential Reporting Code (Whistle blowing). This contains full details about what should be done by the employee. You will have been supplied with a copy of that Code but another copy can be obtained from the Executive Officer.

### **3. Disclosure of Information**

- 3.1 It is generally accepted that open government is best. The law requires that certain types of information must be available to Members, auditors, Government departments and the public. Other types of information may not be made available. It is essential that all employees are absolutely clear about which information that they may have access to as part of their job, can or cannot be made available for disclosure. It is potentially a matter of serious or gross misconduct to withhold information that should be made available or to reveal information that is confidential. If in doubt, employees must speak to their manager.
- 3.2 Employees should not use any information obtained in the course of their employment for personal gain or benefit, nor should they pass it on to others who might use it in such a way.
- 3.3 Confidential information should also never be revealed to colleagues (except in respect of authorised work related activities), friends, neighbours or other persons in any circumstances e.g. through carelessness, by gossip or in a sincere but misguided attempt to provide help. If in doubt, employees must seek the advice of their manager.
- 3.4 Any particular information received by an employee from a Member which is personal to that Member and does not belong to the Authority should not be divulged by the employee without prior approval of that Member, except where such disclosure is required or sanctioned by the law.
- 3.5 Intellectual property or copyright created during the course of Authority employment shall remain the property of the Authority and must not be used by employees in a personal capacity without prior permission. If in doubt, employees must speak to their manager.
- 3.6 Employees may be approached by the media and asked to provide information or comment on a particular issue. All such approaches should be directed to the General Manager or Deputy Clerk.

### **4. Political Neutrality**

- 4.1 Employees serve the Authority as a whole. It follows that they must serve all Members and not just those of the controlling political group, and must ensure that the individual rights of all Members are respected.
- 4.2 If employees are required to advise political groups they must do so in ways which do not compromise their political neutrality.
- 4.3 Employees, whether or not politically restricted, must follow every lawful expressed policy of the Authority and must not allow their own personal or political opinions to interfere with their work.

**Note:**

The Authority is required to maintain a list of politically restricted posts. This is updated annually with effect from 1st April each year.

## 5. Relationships

### 5.1 Members of the Authority

5.1.1 Employees are responsible to the Authority through its management structure. For some, their role is to give advice to Members and senior managers and all are there to carry out the Authority's work. Mutual respect between employees and Members is essential to good local government. Close personal familiarity or association between employees and individual Members including the use of first names can damage the relationship and prove embarrassing to other employees and Members and should, therefore, be avoided

### 5.2 The Local Community and Service Users

5.2.1 Employees should always remember their responsibilities to the community they serve and ensure courteous, efficient and impartial service delivery to all groups and individuals within that community as defined by the policies of the Authority.

### 5.3 Staff Involvement in External Organisations

5.3.1 All employees, must exercise particular caution if they are considering joining an external organisation within the area that the Authority serves and with which the Authority has a working relationship. This is because there could be a potential conflict of interest e.g. if the organisation is campaigning in relation to Authority policy. If in any doubt, employees should consult the General Manager or Clerk prior to joining such an organisation. They must also consult the General Manager or Clerk if at any subsequent time, they believe that there may be a potential conflict with the Authority's interests. These provisions apply to employees joining local organisations both in a private capacity and as employees of the Authority.

### 5.4 Contractors

5.4.1 All relationships of a business or private nature with external contractors, or potential contractors, should be made known to the appropriate manager. Orders and contracts must be awarded on merit, by fair competition against other tenders, and no special favour should be shown to businesses run by, for example, friends, partners or relatives in the tendering process. No part of the local community should be discriminated against.

5.4.2 Employees who engage or supervise contractors or have any other official contact or relationship with contractors and have previously had or currently have a relationship in a private or domestic capacity with contractors, should declare that relationship to the General Manager.

5.4.3 Employees, who engage or supervise contractors or have any other official contact or relationship with contractors and who wish to use an Authority contractor privately, must always seek prior approval from the General Manager or Clerk.

**References:** (for 5.4.1 to 5.4.3)

(1) "Code of Practice for the Procurement Execution of Works and the Supply of Goods or Services".

**6. Staff Recruitment and Other Employment Matters****6.1 Recruitment and Relationships**

6.1.1 Employees involved in staff recruitment/appointments should ensure that these are made on the basis of merit. It would be unlawful for an employee to make an appointment which was based on anything other than the ability of the candidate to undertake the duties of the post. In order to avoid any possible accusation of bias, employees should not, without the express prior approval of the General Manager or Clerk, be involved in an appointment where the applicant is a relative, friend or close personal associate. The same approach should be adopted in relation to decisions relating to such matters as discipline, promotion or pay adjustments.

**6.2 Involvement of Members in Individual Staff Cases**

6.2.1 Employees may on occasions find themselves in disagreement with action that is being taken by the Authority or their manager. This may be on general matters concerning management of the Authority's business, on pay and conditions of service or on issues such as grievance or discipline.

6.2.2 For each of these situations the Authority, as employer, has clear procedures to be followed. For example, the grievance or disciplinary appeals procedures or the arrangements for joint consultation would be examples of the usual routes for dealing with such concerns. They are designed to ensure that all contributing factors are fully examined and taken into consideration before decisions are reached. In many of these procedures the final stage within the Authority is for the matter to be considered by Members in their role as policy maker. Careful steps are taken to ensure that their role is exercised impartially and objectively.

6.2.3 The equity of these systems must not be prejudiced by an employee raising an issue directly with a Member or in any way outside these procedures. It is strictly forbidden, for example, to raise such matters during a Member's visit to an establishment, or by correspondence with a Member or by attending a Member's surgery. A clear and intended breach of the proper procedure for resolving such issues will be regarded as a serious offence under the Employee's Disciplinary Code.

6.2.4 Where employees are unsure how to progress a matter, they should discuss differences with their manager. Where employees remain unhappy with the action being taken, they should raise this with their trade union representative.

**6.3 Requirements to Disclose Relevant Criminal Sanctions**

6.3.1 All job applicants are required to disclose criminal convictions, as appropriate.

- 6.3.2 For existing employees, criminal sanctions may have an impact on certain jobs within the Authority. In relation to any of the matters specified below, if an employee is convicted of a criminal offence, is bound over at court, is cautioned by the Police or is issued with a penalty notice for disorder, and the matter is specified below as relevant to their work, there is a requirement to notify the General Manager or Clerk within two weeks of the known outcome of the matter. Failure to do so will constitute a serious offence under the Employee's Disciplinary Code in addition to any disciplinary offence which the matter, treated separately, may constitute. Details of types of matter and their relevance to staff groups are as follows:-

| <u>Matter</u>  | <u>Relevant Staff Group</u>   |
|--|---|
| Dangerous, reckless, careless driving. Drunk driving.            | Employees required to drive a vehicle (incl. all essential car users) or to operate mobile machinery and plant.         |
| Theft, fraud, dishonesty offences.                               | All employees responsible for handling money, certifying officers and those in position to alter financial records.     |
| Actual, grievous bodily harm; other offences involving violence. | Employees whose duties involve direct contact with children, old people or vulnerable clients or members of the public. |
| Sexual misconduct.<br>Abuse of drugs or alcohol.                 |   |
| All offences resulting in a prison sentence of 3 months or more. | All employees.  |

- 6.3.3 Employees, who are informed by the Police (or any other investigating agency such as a local authority or Her Majesty's Revenues and Customs) that they are to be prosecuted for a criminal offence relevant to their type of work (as described in paragraph 6.3.2 above), must, immediately they are charged, inform the General Manager or Clerk.

## **7. Outside Commitments**

- 7.1 All employees should be clear about their contractual obligations and should not take outside employment which conflicts with the Authority's interest. All employees above Scale 6 must obtain written consent to having, or taking up, any outside employment.

## **8. Personal Interests**

- 8.1 Employees must declare in writing to the General Manager or Clerk any financial interests\* in the event of there being a potential conflict with the

Authority's interests. The General Manager or Clerk shall send a copy of each such declaration to the Deputy Clerk who will place it on a central register.

- 8.2 Employees must declare in writing to the General Manager or Clerk any non-financial interests\*\* including personal relationships in the event of there being a potential conflict with the Authority's interests. The General Manager or Clerk shall send a copy of each such declaration to the Deputy Clerk who will place it on a central register.
- 8.3 Employees should declare to the General Manager or Clerk membership of any organisation, which-
- (a) is not open to non-members;
  - (b) requires members to make a commitment of allegiance (whether by oath or otherwise) to the organisation; and
  - (c) includes a commitment (whether by oath or otherwise) of secrecy about the rules, membership or conduct of the organisation in the event of there being a potential conflict with the Authority's interests.

#### 8.4 Related Party Transactions

The following paragraph applies only to the Clerk, Treasurer, General Manager and Deputy General Manager.

The Chartered Institute of Public Finance and Accountancy (CIPFA) Code of Practice on Local Authority Accounting requires that all local authorities show "related party transactions" as a note to the statements in the final accounts. The officers referred to in 8.5 above are required to complete a declaration once a year in accordance with instructions issued with the declaration form by the Treasurer of the Authority.

\*Please see the footnotes at the end of this Code.

\*\* - Please see the footnotes at the end of this Code.

### 9. Diversity, Equalities and Inclusion Issues

- 9.1 All employees should ensure that policies relating to diversity, equalities and inclusion issues as agreed by the Authority are complied with in addition to the requirements of the law. All members of the local community, contractors and other employees have a right to be treated with fairness, equity and respect.

### 10. Separation of Roles During Tendering

- 10.1 Employees involved in the tendering process and dealing with contractors should be clear on the separation of client and contractor roles within the

Authority. Senior employees who have both a client and contractor responsibility must be aware of the need for accountability and openness.

- 10.2 Employees ~~in contractor or client units~~ must exercise fairness and impartiality when dealing with all ~~residents~~customers, suppliers, other contractors and sub-contractors.
- 10.3 Employees who are privy to confidential information on tenders or costs for either internal or external contractors should not disclose that information to any unauthorised party or organisation.
- 10.4 Employees should ensure that no favour is shown to current, ~~or recent~~ or former employees, their relatives, friends or close personal associates in awarding contracts to businesses run by them.

## 11. Corruption

- 11.1 Employees must be aware that it is a serious criminal offence for them corruptly to receive or give any gift, service, loan, fee, reward or advantage for doing, or not doing, anything or showing favour, or disfavour, or promoting the interests of any person or business in their official capacity. In such circumstances if any money, gift, service etc., is proved to have been paid or given to or received by an employee then such money, gift, service etc., is deemed to have been paid or given and received corruptly unless the contrary is proved.

The Bribery Act 2010 has created four offences:

- Offences of bribing another person;
- Offences relating to being bribed;
- Bribery of a foreign official; and
- Failure of commercial organisations to prevent bribery

It is an offence for a person to offer, promise or give a financial advantage to another person –

- (a) with the intention of inducing that person to perform a relevant function or activity improperly; or
- (b) knowing or believing that the acceptance of the advantage offered promised or given in itself constitutes the improper performance of a relevant function.

Improper performance means that a person: failed to act in good faith; performed an activity impartially; or abused a position of trust.

### References:

(1) Code of Practice for the ~~Procurement Execution~~ of Works and the Supply of Goods or Services.

~~(2) The Authority's Procurement Strategy~~

~~(23) Employees' Disciplinary Code. Appendix 4–Gross Misconduct –Major Offences.~~

~~(34) The Authority's Anti Fraud and Anti Corruption Strategy.~~

## 12. Use of Resources

- 12.1 Employees must ensure that they use public funds and any other assets entrusted to them in a responsible and lawful manner and not use them for personal ends nor mix them with personal resources. They should strive to ensure value for money to the local community and to avoid legal challenge to the Authority.
- 12.2 Employees should only use Authority assets and resources for proper Authority purposes and not for personal purposes. Employees are also required not to misuse Authority services and, in applying in a private capacity for Authority services including employment, must neither withhold material information nor make false or reckless statements. Where the misuse of or false application of Authority assets, resources or services involves some dishonesty then this would represent a [Gross Misconduct](#) ~~major offence~~ under the Authority's Disciplinary Code and is likely to result in dismissal in line with the zero tolerance regime outlined within the Authority's Anti-Fraud and Corruption Strategy. The Authority will also pursue culprits via the criminal courts and seek full redress for any financial loss.

Examples of assets, resources and services include employment, waste disposal facilities, personal computers, email facilities, internet access, flexitime claims, and claims for payment.

## 13. Gifts, Hospitality or Other Benefits

- 13.1 Detailed guidance is contained in the Gifts, Hospitality and other benefits document which detail the approach to be taken in relation to the offer and receipt of gifts, hospitality or other benefits. [This document is attached as an Appendix](#). All employees must read this document with care. If in doubt about what is permissible, they must speak to the General Manager immediately.

## 14. Sponsorship – Giving and Receiving

- 14.1 Where an outside organisation wishes to sponsor or is seeking to sponsor a local government activity, whether by invitation, tender, negotiation or voluntarily, the basic conventions concerning acceptance of gifts or hospitality set out in the Appendix apply. Particular care must be taken when dealing with contractors or potential contractors.

14.2 Where the Authority wishes to sponsor an event or service, neither an employee nor any relative, friend or close personal associate must benefit from such sponsorship in a direct way without there being full disclosure to the General Manager of any such interest. Similarly, where the Authority through sponsorship, grant aid, financial or other means, gives support in the community, employees should ensure that impartial advice is given and that there is no conflict of interest involved.

## 15. Interpreting and Using the Code

15.1 In the case of the employee being the General Manager, the term “General Manager” in this Code shall be taken to mean “the Clerk to the Authority”.

15.2 In the event of any difficulty or uncertainty arising on the operation or interpretation of any provision in this Code, the matter must be referred to the employing General Manager.

Footnotes to paragraphs 8.1 to 8.3

### \*Financial Interests

There can be no simple definition of what a “financial interest” is. The types of interest which would be relevant are listed below. However, the list is not intended to be exhaustive or inclusive. There may be other possible categories of interest.

Examples of possible financial interests:

1. A spare-time employment that you have to declare for income tax purposes.
2. Any contract for goods, services or works between the Authority and you (or a firm in which you are a partner, or a body corporate of which you are a director or in the securities of which you have a beneficial interest)
3. Land and buildings in which you have a substantial interest. This includes property from which you receive rent.
4. Securities where you have a substantial interest, i.e. you own shares or other securities in a company with a nominal value of more than £25,000 which is active in the area that the Authority serves.

Please note that

- (a) a financial interest need not only be something to your financial advantage. It could involve losses as well as gains;

- (b) such interests should also include an interest of your relatives, friends or close personal associates; and
- (c) if you are in any doubt, it is wise to err on the side of caution and declare the interest.

**\*\*Non-financial Interests**

Private or personal non-financial interests are those which could reasonably be regarded as influencing an employee in a particular situation. They include the interests of family or friends and those arising from membership of, or association with, clubs, societies, trade unions, voluntary organisations, etc. It is not possible to give a clear-cut definition of what to include. However, a good test is to ask yourself the following question: "If other people knew the facts, might they reasonably think that I had an interest?"

APPENDIX

Gifts, Hospitality and other Benefits code to be appended.



# **POLICY AND PROCEDURE FOR EMPLOYEES**

**ON**

# **GIFTS, HOSPITALITY AND OTHER BENEFITS**

## FOREWORD

This Policy and Procedure is to help staff to deal properly with third parties who offer gifts, hospitality and other benefits to Authority staff. It also sets out the approach to be taken when the Authority is offering hospitality. Public perception of preferential treatment and possible obligations is as important as improper influence and improper actions. The Authority's approach should therefore help the public to be confident about what we do and should help to protect staff from unjustified allegations of wrongdoing.

This policy and procedure sets out clear guidance on how staff should act when offered a gift, hospitality or other benefit, when offering hospitality and also what they need to do in order to comply with the Authority's declaration and authorisation requirements. However, if you require any further guidance on how to proceed you should contact the General Manager.

Martin Walker  
Clerk to the Authority

26<sup>th</sup> January 2021

## 1. General Approach

- 1.1 Staff must treat with extreme caution any gift, hospitality or other benefit offered by people or organisations who are doing, or may be seeking to do, business with the Authority. Staff must avoid any possible obligation to an individual or to an external organisation that might, or could be perceived as, improperly influencing them in the performance of their Authority duties.
- 1.2 The terms hospitality or other benefit include any food, drink, accommodation or entertainment provided freely or discounted. Hospitality or other benefit does not have to be completely free to be covered by the Authority's rules outlined below.
- 1.3 The Authority's general approach encourages staff to express their gratitude for such offers by politely stating that the Authority rules do not permit acceptance. There may, however, be some occasions when it would be churlish to refuse an offer where this could cause offence.
- 1.4 This Policy and Procedure sets out the specific rules for accepting or declining such offers and the rules are based on the following principles. In particular, staff should be clear that the underlying criteria for acceptance requires that the gift, hospitality or other benefit must be:
- in connection with official duties; and
  - of a modest level; and
  - justified in the public interest (e.g. by providing some benefit to the Authority, or by a member of staff representing the Authority in the community); and
  - given and received openly; and
  - able to stand any subsequent public scrutiny.
- 1.5 Staff should also be clear that they may be called to account for the decision to accept the gift, etc. Alleged breaches of the rules for dealing with gifts, hospitality and other benefits, including declarations, are matters that will be investigated as a possible disciplinary offence.

## 2. Exclusions from Acceptance and Declaration Rules

- 2.1 The following items may be accepted without prior authorisation and do not need to be declared:

- Refreshments and working meals of a modest nature that are provided as an integral part of a business meeting at the business location.
- Refreshments, meals or hospitality received as part of authorised attendance at an approved training event or conference.

### **3. Offers from Contractors, Developers and in Other Commercial Situations**

- 3.1 Some staff have contact with contractors, developers, organisations and individuals who have, or may in the future have, a commercial relationship with the Authority. This area requires extreme vigilance.
- 3.2 Apart from the exclusions noted in the preceding section, you must politely refuse any gift, hospitality or other benefit offered in these circumstances and reference to the Authority's general approach should help to de-personalise the refusal.
- 3.3 Meetings with contractors, developers and others who have, or may have, a commercial relationship with the Authority must only take place at business or meeting-orientated locations.
- 3.4 Gifts of diaries, calendars, pens and other promotional items bearing the name of a contractor may seem innocuous but are designed to promote their business interests above those of others. By displaying them you could lead competitors or indeed the public to question your objectivity. Such items are to be returned or reused, or recycled. You must declare all offers of promotional items valued at £5 and above.

### **4. Offers in Non-commercial Situations**

- 4.1 A small number of staff as part of their official duties may have contact with non-profit making organisations or may host foreign delegations visiting the Authority's facilities. If the organisations or delegation members have, or may in the future have, a commercial relationship with the Authority, these contacts should be treated as in the preceding section. If on the other hand the Authority is most unlikely to develop a commercial relationship with such organisations, tokens of appreciation may be accepted but must be declared and submitted for approval if their value is £25 or above. Modest tokens may

be retained personally but other items should be retained/displayed/used by the Authority. The acceptance of hospitality, in particular, must be based upon the principle that it would withstand public scrutiny e.g. by providing useful working benefits to the Authority or by enhancing the Authority's reputation through an employee representing the Authority in the local community or further afield.

## 5. Offers from Satisfied Customers

5.1 Such offers include those from customers who wish to offer a token of appreciation to a member of staff who has given particularly good service. Polite refusal should always be the first response and reference to the Authority's general approach should help to de-personalise the refusal. If more than a few such offers are made each year in any service, consideration should be given to promoting positively an alternative method for customers to express appreciation (e.g. a commendation register). If it is clear that refusal has caused offence then you may either:

- accept and personally retain a gift of less than £5 in value without the need for declaration and approval; or
- accept a gift of £5 or more in value but only on behalf of a constituent borough's Mayor's Charity or other similar source within the Authority that more closely matches the intentions of the donor (e.g. [a local reuse or environmental charity](#)). ~~Amenity Fund or School Fund~~). Otherwise the gift must be declined or sent back with a polite explanation of why it cannot be accepted. You must, however, declare the offer of a gift of £5 or more, whether accepted or rejected, and also obtain prior approval to the proposed onward donation.

5.2 Any member of staff who learns that they are to receive or have been left a bequest in their capacity as a member of staff should inform the General Manager immediately they become aware of this.

## 6. Gifts from Same Source

6.1 Whilst this policy and procedure permits staff to accept gifts under £5 in value in non-commercial situations (sections 4 and 5), occasions may arise where gifts of this value are offered from the same source and, when taken together

over a period of 12 months, their value exceeds the £5 threshold. When this arises, the declaration rules will apply.

## **7. How to make a Declaration and Request Approval**

7.1 If you are offered a gift, hospitality or other benefit, whether accepted or not, you must complete the official declaration form, unless the offer is specifically exempt from declaration under this Policy and Procedure. The declaration and request for approval should always be made in advance of the proposed action unless no prior notice has been given of the offer.

7.2 The official declaration form is available from the Executive Officer

7.3 You must complete the declaration section (including deletions where appropriate) giving precise information against each of the headings in order to explain fully the circumstances and nature of the offer and the action taken or proposed.

7.4 You should e-mail, or otherwise pass, your completed declaration to the Executive Officer ~~for approval~~.

## **8. Approval**

8.1 The General Manager will review the declaration form for completeness and for compliance with the provisions of this Policy and Procedure. The General Manager may either give his/her approval or may withhold approval and specify on the declaration form the further action required. The General Manager will either forward the original e-mail or pass the completed hard-copy form to the Executive Officer and copy it to the officer making the declaration.

## **9. Registration and Review**

9.1 The Executive Officer will sequentially number each completed form received from the General Manager and will securely maintain them in a register, bringing any controversial entries dealt with by the General Manager to the attention of the Clerk to the Authority. The General Manager will carry out a periodical review (at least annually and more frequently if justified by the

number of entries) to ensure appropriate and consistent treatment of gifts and hospitality. The register will be subject to audit.

## 10. Provision of Authority Hospitality

10.1 Refreshments and working meals of a modest nature may be provided as an integral part of a business meeting on Authority premises and are exempt from declaration.

10.2 Any other hospitality may only be provided from the Authority's budget in exceptional circumstances where it will protect or promote the best interests of the Authority.

10.3 Approved hospitality provided by the Authority for visitors or for special events sometimes involves Authority Members. Under all normal circumstances ~~such hospitality is arranged by the relevant member of staff who should register it on the~~ Members should register that hospitality with their constituent councils ~~behalf~~ in accordance with their constituent councils ~~e~~ Code of Conduct for Members ~~and the Authority's guidance in relation to that Code.~~

## 11. The General Manager

11.1 The General Manager will seek approval from the Clerk to the Authority and in his absence, the Treasurer of the Authority for any gift or hospitality relating to them personally.



# Code of Practice on Managing New Employees

**26<sup>th</sup> January 2021**

## Contents

|   |    |
|---|----|
| 1. Managing New Starters.....                                   | 3  |
| 1.1. Aim .....  | 3  |
| 1.2. Scope .....  | 3  |
| 1.3. General Principles/ Policy Statement.....                  | 3  |
| 1.4. Confidentiality.....                                       | 4  |
| 1.5. Purpose of the code .....                                  | 4  |
| 1.9. Roles and Responsibilities .....                           | 4  |
| 2. Induction.....   | 5  |
| 3. Probation .....  | 6  |
| 3.1. Expectations during the probation period .....             | 6  |
| 3.1.1. Performance.....   | 6  |
| 3.1.2. Conduct.....   | 7  |
| 3.1.3. Attendance .....   | 7  |
| 3.2. Addressing concerns through day-to-day management .....    | 7  |
| 3.3. Review meetings .....                                      | 7  |
| 3.4. Confirmation of successful probation .....                 | 8  |
| 3.5. Performance Related Pay .....                              | 8  |
| 3.9. Addressing concerns during probation.....                  | 9  |
| 3.7. Extending the probationary period .....                    | 9  |
| 3.8. Probation Assessment Hearing.....                          | 11 |
| 3.9. Preparation for the Hearing .....                          | 11 |
| 3.10. Conduct of the Hearing .....                              | 12 |
| 3.10.1. Possible outcomes of Probation Assessment Hearing ..... | 13 |
| 4. Appeal stage .....   | 13 |
| 4.1. General Principles .....                                   | 13 |
| 4.2. Responsibilities .....                                     | 13 |
| 4.3. Preparation for the Appeal .....                           | 14 |
| 4.4. Conduct of the Appeal.....                                 | 14 |
| 4.5. Adjournments .....   | 15 |
| 5. Standards .....  | 16 |
| 5.1. Representation .....                                       | 16 |
| 5.2. Reasonable Adjustments .....                               | 16 |
| 5.3. Requests for Postponement.....                             | 16 |
| 5.4. Absence .....  | 16 |
| 5.5. Timescales .....   | 16 |
| 9. Details of process.....                                      | 16 |

## 1. Managing New Starters

### 1.1. Aim

This Code of Practice sets out the Authority's procedure for the management of employees in their first ~~nine~~ six months of employment with the Authority. Information and guidance is included about what support new employees can expect to receive during this period and how any concerns about performance, conduct or unacceptable levels of absence should be managed.

### 1.2. Scope

This Code applies to all new employees of the Authority including employees on fixed-term or temporary contracts. All new entrants to the Authority's service, shall be subject to a probationary period of 9 months, except that in relation to persons who are not direct employees of the Authority, but are appointed in the context of the lead borough arrangements, the Authority shall make separate arrangements if it deems that to be appropriate. Separate arrangements may also be made with respect to persons employed as interim officers.

### 1.3. General Principles/ Policy Statement

All new employees will work with their manager to agree an initial training plan on joining the Authority, which is designed to help them settle into their new role and integrate them into the organisation. It should also help them to perform at their full capacity and meet the requirements of their role as early as possible.

New employees are normally required to serve a 9 month probationary period. Employees on fixed term or temporary contracts of less than 9 months will be considered to be on probation for the full duration of their contract. If their contract is extended, then their probation will be extended in line with this, up to a total of 9 months.

Where there are concerns regarding a new employee's attendance, conduct, performance or general suitability for their role within the Authority, these will be addressed promptly and if appropriate, additional support will be provided to the employee.

## 1.4. Confidentiality

Any person involved with this or any other Authority people management process is expected to maintain confidentiality at all stages, except as required or permitted by the Code.

Any person who breaches the high standard of confidentiality expected by the Authority may be subject to disciplinary action.

## 1.5. Purpose of the code

There are benefits to both the individual and the Authority in having thorough induction and probationary processes. A new employee's experiences during their first months with an organisation are very important to ensure that they feel well-integrated into their team and the organisation; they work to their full potential as quickly as possible after they join the Authority; they are engaged and want to stay with the organisation.

Thorough induction and probationary processes help make sure that new employees obtain the information they need at the start of their employment, are clear on what is expected of them and are given the necessary support to achieve this.

## 1.6. Roles and Responsibilities

**Employees** are responsible for:

- Understanding the Code and what the Authority expects from them in terms of their performance, conduct and attendance.
- Demonstrating their suitability for their role during the probationary period.
- Seeking guidance from their line manager if they are uncertain about any aspect of their role or what is expected of them.
- Participating in any development and contributing to the identification of any training needs.

**General Manager/Deputy General Manager** are responsible for:

- Making appropriate preparation for the arrival of a new employee including drafting an induction programme.
- Ensuring new employees are provided with access to the relevant Codes of Practice and that they understand what is expected of them.

- Conducting formal reviews and other meetings with the new employee in a timely manner.
- Dealing with cases where there are concerns about any aspect of a new employee's performance, conduct or attendance in a timely, fair and consistent manner in accordance with the Code.
- Where they consider a new employee should be confirmed in post at the end of the probation period or their probation period extended, consulting and agreeing this with their own manager.
- Preparing a report including a recommendation as to the outcome, to the General Manager, for any case referred to a Probation Assessment Hearing.
- Keeping appropriate records of any discussions concerning performance during the probationary period and of the induction training that has been given.
- Attending relevant training on the Code.

**The Clerk or Treasurer is** responsible for:

- Adjudicating at Probation Assessment Hearings and deciding on the appropriate outcome, this may include that the employee is to be dismissed.

[The Authority's Human Resources \("HR"\) Advisor – currently Wandsworth Council's HR department](#)~~The Lead Borough HR (LB)~~ is responsible for Providing support and guidance to managers in the conduct of cases under the Code.

## 2. Induction

Induction is the process by which the new employee is supported to settle into their new role. It may start before the new employee has even started in post; they may wish to be sent information about the department or service they will be working in, key policies or documents they will be working with or information about the service's objectives and the key pieces of work they will initially be involved in, for example. By reviewing this information before they start, this can help them feel more confident and at ease during their first weeks of employment.

This code refers predominantly to the elements of induction that a manager would work on with their new employee. This local induction is supported by a half-day ~~corporate~~ induction session [including an introduction to key personnel from other organisations working with the Authority.](#) ~~and, in some cases,~~

~~department specific induction sessions.~~ All induction sessions and meetings will be carried out in person if at all possible but virtual inductions may be necessary on occasion. More information about these can be obtained from the Executive Officer.

It is the General Manager/Deputy General Manager's responsibility to complete the induction.

The General Manager/Deputy General Manager should set time aside on the new employee's first day so that they can welcome them to the team and organisation, pass on key information, complete the Health and Safety Induction and answer any questions. They should also introduce the new employee to their immediate colleagues and arrange for them to be shown the key features of their work location.

All new staff should have a meeting with their manager within their first week of employment to agree an induction plan, which should include the following:

- Any further health and safety information
- Introductions to other colleagues, contractors staff and, if appropriate, a series of meetings with key contacts
- Relevant documents that the new employee should read or be aware of including access to relevant Codes of Practice.
- Discussion of any training and development needs to be addressed during the probation period i.e., equality, diversity and inclusion training
- An introduction to the computerised and paper-based systems they will be working with
- An introduction to the working practices of their team including, for example, key performance indicators.

### 3. Probation

#### 3.1. Expectations during the probation period

##### 3.1.1. Performance

Work objectives should be set for the probationary period and expected standards of work performance made clear to the employee. These objectives may be day-to-day work responsibilities in line with the job description for the

role or may be longer term project work. They should test the full range of responsibilities wherever possible. There should be a balance of training, where necessary, and job tasks that the employee will begin to work on straight away.

### **3.1.2. Conduct**

All employees, including those in their probation period, are expected to act in line with the Authority Code of Conduct for Employees. Further information about expectations regarding employee behaviour is included in the Authority Disciplinary Code of Practice. While any concerns regarding the conduct of employees in their probation period would be considered under this Code for Managing New Employees, they are expected to act in line with the principles of the disciplinary code.

### **3.1.3. Attendance**

During the probation period, the new employee is expected to demonstrate a satisfactory level of attendance. The levels of sickness absence that will normally trigger further action under the code are 3 or more episodes or a total of 5 or more FTE days.

## **3.2. Addressing concerns through day-to-day management**

Where concerns arise during the probationary period regarding the employee's performance, conduct or attendance, these should be addressed at the earliest possible opportunity. With minor issues, the line manager should clearly explain their concerns, the standard expected of the employee and the improvement required.

If there are more serious concerns, please refer to paragraph 3.8 below.

## **3.3. Review meetings**

Formal Review meetings should be held with the employee at 1 month, 3 months, 6 months and 9 months into their employment. At these review meetings, the employee's performance against objectives should be discussed, as well as any concerns about their conduct or attendance.

Where the employee's performance is at an acceptable level considering their length of tenure in the role, they should be congratulated for this. Where there

are minor concerns regarding performance, conduct or attendance, these should be discussed with the employee.

The line manager should give the employee clear information about where they consider the employee is failing to meet the required standard, what actions need to be taken by the employee to improve their attendance, conduct or performance to an acceptable standard. Any further support or training needs should also be identified. Regarding minor concerns about performance, the line manager should ensure that objectives are clearly explained and are reasonable given the employee's work experience and length of service.

Where an employee's sickness absence is approaching a sickness trigger, this should be discussed with them. They should be reminded of the level of sickness absence that is considered acceptable. The employee should be reminded that if their performance, conduct and attendance do not meet the standards required by the Authority, their probation may be extended or they may be required to attend a Probation Assessment Hearing (see paragraph 3.8).

A record must be made of all formal review meetings held under the Code.

Probationary review meetings are not intended to replace normal one-to-one or other supervision meetings. These should also be held with new employees, in line with [Authority departmental](#) policy and/or the normal practice applicable to colleagues in the same team.

### **3.4. Confirmation of successful probation**

Where at the end of the 9 month probationary period the line manager considers that the employee has reached the level of performance, conduct and attendance required, they should confirm this with their own manager and then write to the employee.

### **3.5. Performance Related Pay**

Employees in scope of Performance Related Pay (PRP) must have successfully completed their probation period by the end of the performance year (31st March) in order to be considered for PRP for that year.

### 3.6. Addressing concerns during probation

When considering whether the employee should be confirmed in post, the probationary period extended or a referral to a Probation Assessment hearing for a decision to be made regarding their future employment, a full picture of the employee's record should be considered, including performance, conduct and attendance. Where there are concerns regarding attendance, the reason(s) for any absences should be carefully considered and if appropriate, the employee should be referred to Occupational Health. If the employee's sickness absence has reached a trigger level but the manager nonetheless wishes to confirm them in post, this must first be discussed and with the [Authority's HR \(LB\) Advisor](#) and the General Manager.

### 3.7. Extending the probationary period

Where the line manager considers there are minor concerns regarding the employee's performance, conduct or attendance, which have not been rectified following normal management during the probation process, but that these are likely to be rectified if given a short extension to the probation period, the line manager may extend it by up to 3 months, in consultation with their line manager and HR (LB) Adviser.

The line manager should hold a meeting with the employee to outline their concerns, providing evidence where appropriate, and hear the employee's responses. The line manager should make their decision about whether to confirm the employee in post or extend the probationary period.

In exceptional cases, where information comes to light in this meeting that gives the line manager more serious concerns about the employee's suitability for their role, they may decide to refer the case to a Probation Assessment Hearing.

A decision to extend the probationary period should only be made where it is considered that the employee is likely to be able to improve their performance, conduct or attendance to the required level within the extension period. Consideration should take account of the level of development and support provided to this point, whether improvements have recently been made and the reference information provided from previous employers regarding their performance, conduct and attendance in previous roles.

If there are any serious concerns about the employee's suitability for the post in terms of their performance, conduct or attendance, the line manager should discuss these with a HR Adviser (LB), particularly where these may lead to an extension of the employee's probationary period or a referral to a Probation Assessment Hearing for a decision to be made regarding their future employment.

### **3.8. Probation Assessment Hearing**

A referral to a Probation Assessment Hearing may be made at any time during the probationary period whenever it is considered appropriate. It is not the case that the new employee will be allowed necessarily to complete the full probationary period before a decision regarding their future employment is made.

In cases where the line manager considers the employee's performance is not at an acceptable level considering their length of tenure in the role and is unlikely to meet this standard within an extended probationary period or the probationary period has already been extended or there are other serious concerns about the new employee's performance, conduct or attendance at any stage during the probationary period, the case should be considered at a Probation Assessment Hearing. The recommendation is likely to be that the employee will be dismissed. The hearing will be chaired by the General Manager.

A Probation Assessment Hearing should also be arranged to consider any instances of potential gross misconduct. In such instances and in consultation with the HR (LB) Adviser, consideration should be given to suspending the employee from work pending the date of the hearing. Suspension will only be considered where there are no appropriate alternative options available and will be agreed in consultation with the General Manager and Head of Human Resources (LB)

In making their decision, the General Manager should take into account the full picture of the employee's performance, conduct and attendance. Consideration should also be given to other relevant factors such as the level of training and support provided to this point, whether improvements have recently been made and the reference information provided from previous employers regarding the employee's performance, conduct and attendance in previous roles.

### **3.9. Preparation for the Hearing**

Where it is agreed between the line manager, the General Manager and a representative from the Authority's Human Resources Advisor (LB) that the case will be progressed to a Probation Assessment Hearing, the employee shall be informed in writing of the date, time and place for the hearing, giving at least 5 clear working days notice. In this letter they will be informed of their

right to be represented by either a work colleague or a Trade Union representative. They will also be given a copy of the report by the line manager. This will be delivered by hand to the employee or sent by email or courier if the employee is not at work.

The employee should be advised that, if they wish to submit any documents, statements or other written evidence for consideration by the Adjudicating Officer then they should do so at least 48 hours before the Hearing.

Where it is not possible to arrange this meeting within the 9 month standard probation period the line manager will write to the individual to inform them that it will be administratively extended until a meeting can be held.

### **3.10. Conduct of the Hearing**

- i. The facts of the case shall be reported in writing by the line manager and taken as read by the Adjudicating Officer. The line manager may present a short oral report highlighting the key facts of the case.
- ii. The employee and any representative shall be given the opportunity to ask questions of the officers concerned.
- iii. The Adjudicating Officer and Head of Human Resources (LB) or nominee shall ask questions to establish the facts of the case.
- iv. The employee and any representative shall then put his/her case to the Adjudicating Officer and explain any mitigating circumstances.
- v. The officer presenting the case shall be given the opportunity to ask questions of the employee and/or representative.
- vi. The Adjudicating Officer and Head of Human Resources (LB) or nominee shall ask questions as necessary.
- vii. The Adjudicating Officer may adjourn a hearing in order to allow further evidence to be produced or for any other purpose required by the particular circumstances.
- viii. The officer presenting the case shall sum up followed by the employee or their representative
- ix. The Adjudicating Officer will then adjourn the hearing to consider their decision. The Head of Human Resources (LB) or nominee will be present whilst the Adjudicating Officer deliberates their decision.
- x. The Adjudicating Officer shall then take such action as is appropriate in the circumstances.

- xi. The employee and any representative shall then be informed of the decision.

### 3.10.1. Possible outcomes of Probation Assessment Hearing

- Confirmation in post if probationary period is considered to have been satisfactorily completed.
- Extension of the probationary period and postponement of the decision as to future employment until a review meeting is held at the end of the extension (this meeting may be brought forward if appropriate). The employee will be warned that if their conduct, performance and attendance do not meet the required standards during the extension, their employment may be terminated.
- Dismissal with payment in lieu of notice or in cases of gross misconduct, dismissal with immediate effect and no payment in lieu of notice.

The Adjudicating Officer will confirm their decision in writing within 5 working days of the hearing to be delivered by hand or sent by courier. The employee shall be informed of their appeal rights.

## 4. Appeal stage

### 4.1. General Principles

The employee can appeal against any action taken at a Probation Assessment Hearing under this Code. Employees should put their appeal in writing to the Head of Human Resources within 10 working days of receiving letter of confirmation. ~~using the appeal template.~~

Appeals will be arranged as soon as possible.

The appeal will be dealt with impartially and wherever possible with a more senior manager who has not previously been involved in the case.

### 4.2. Responsibilities

**Employees** are responsible for:

- submitting their appeal clearly stating the grounds of their appeal

**Managers** are responsible for:

- ensuring that all appeals are heard without unreasonable delay

The Authority's HR Advisor~~Human Resources (LB)~~ is responsible for:

- providing advice and guidance to the appeal hearing

#### **Trade Unions**

- providing support, advice and representation for employees

### **4.3. Preparation for the Appeal**

Following receipt of an appeal in writing template, clearly stating the grounds of their appeal, the employee shall be notified in writing of the date, time and place of the hearing and shall be given at least five working days' notice.

### **4.4. Conduct of the Appeal**

- The facts of the case shall be reported in writing by the Appropriate Manager and taken as read by the Clerk. The manager may present a short oral report highlighting the key facts of the case.
- The employee and any representative shall be given the opportunity to ask questions of the officers concerned.
- The Clerk and a representative from the Authority's HR Advisor~~Head of Human Resources(LB) or nominee~~ shall ask such further questions as are necessary to establish the facts of the case.
- The employee and any representative shall then put his/her case in writing using the template available and taken as read by the Clerk to explain the circumstances and any other relevant information. The employee may present a short oral report highlighting the key facts of the case.
- The Appropriate Manager shall be given the opportunity to question the employee.
- The Clerk and the representative from the Authority's HR Advisor ~~Head of Human Resources or nominee~~ shall then have the opportunity to question the employee and any witnesses
- The Appropriate Manager and employee shall then both sum up.
- The Clerk and the representative from the Authority's HR Advisor~~Head of Human Resources or nominee~~ shall then consider the case in private. If it is necessary to recall any party to answer any questions, all the parties shall be recalled. The Clerk shall decide on the outcome of the appeal in all respects on behalf of the Authority as employer.

- All parties shall then be recalled and informed of the decision. The Adjudicating Officer shall confirm their decision in writing by letter, sent by recorded delivery or by hand to the residence or workplace of the employee. The letter shall confirm the decision and that the decision is final.

#### **4.5. Adjournments**

The Appeal Officer may adjourn a hearing in order to allow further evidence to be produced, or for any other purpose required by the particular circumstances. An employee who is seeking an adjournment of the hearing must specify the reason for this. The Appeal Officer will consider the request, taking advice from the [Authority's HR Advisor](#) ~~Head of Human Resources (LB)~~ ~~or nominee~~ as necessary.

## **5. Standards**

### **5.1. Representation**

Employees are entitled to representation at the formal stages of the process by either a work colleague or Trade Union representative.

### **5.2. Reasonable Adjustments**

The Authority will consider requests for reasonable adjustments for any disabled employees in line with the Equality Act 2010.

### **5.3. Requests for Postponement**

Agreement to requests for postponing meetings or hearings at any stage of the process will be at the discretion of the relevant line or other manager involved in the process. If any requests for postponements are not agreed but the employee fails to attend, the meeting/hearing may proceed in their absence.

### **5.4. Absence**

If the employee is absent due to sickness during any stage of the process, they may be referred to Occupational Health to provide the Authority with information about their fitness to take part in an investigation, attend a hearing or participate in any other way.

### **5.5. Timescales**

The Authority is committed to completing all people management processes within a reasonable timescale and not subjecting the employee to any undue delay. The Investigating and Hearing Officers will keep the employee informed of their estimated timescales and inform them of any subsequent delays or major changes from them.

## **6. Details of process**

Where the Authority wishes to amend this Code, it will consult with staff side with a view to reaching agreement over the proposed changes. Where agreement cannot be reached, the Authority reserves the right to implement the changes by giving employees one month's notice of the new Code.



# CODE OF PRACTICE

for

# THE PROCUREMENT OF WORKS, SUPPLIES AND SERVICES

26<sup>th</sup> January 2021

**CONTENTS**

|            |  |           |
|------------|--|-----------|
| <b>1.</b>  | <b>INTRODUCTION</b>  | <b>3</b>  |
| <b>2.</b>  | <b>APPLICATION OF THE CODE</b>                                   | <b>4</b>  |
| <b>3.</b>  | <b>ETHICS AND INTERESTS</b>                                      | <b>5</b>  |
| <b>4.</b>  | <b>PREPARATIONS FOR TENDERING</b>                                | <b>6</b>  |
| <b>5.</b>  | <b>CONTRACT DOCUMENTATION AND INSTRUCTIONS</b>                   | <b>8</b>  |
| <b>6.</b>  | <b>REQUIREMENTS FOR QUOTATIONS AND TENDERS</b>                   | <b>11</b> |
| <b>7.</b>  | <b>USE OF CONSTRUCTIONLINE AND FRAMEWORKS</b>                    | <b>13</b> |
| <b>8.</b>  | <b>MAINTAINING APPROVED LISTS</b>                                | <b>14</b> |
| <b>9.</b>  | <b>INVITATION TO TENDER AND QUOTE</b>                            | <b>14</b> |
| <b>10.</b> | <b>RECEIPT AND OPENING OF TENDERS AND QUOTATIONS</b>             | <b>15</b> |
| <b>11.</b> | <b>REJECTION AND NON-CONSIDERATION OF TENDERS AND QUOTATIONS</b> | <b>18</b> |
| <b>12.</b> | <b>TENDER EVALUATION</b>   | <b>20</b> |
| <b>13.</b> | <b>CONTRACT AWARD</b>  | <b>22</b> |
| <b>14.</b> | <b>SUB-LETTING AND ADDITIONAL SPENDING</b>                       | <b>24</b> |
|            | <b>APPENDIX Definitions and Interpretations</b>                  | <b>25</b> |

## 1. INTRODUCTION

- 1.1 This Code of Practice for the Procurement of Works, Supplies and Services (“**the Code**”) sets down the contract commissioning rules for achieving the Authority's procurement objective of obtaining value for money which is defined as “the best mix of quality and effectiveness for the least outlay over the period of use of the goods or services bought”. This should be achieved through competition, unless there are compelling reasons to the contrary. the required quality of works, supplies and services at the best price that the Authority can achieve. The Code shall be followed before any order is placed or contract entered into. The Authority is also under a general Duty of Best Value to “make arrangements to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness.”
- 1.2 In dealing with any matter related directly or indirectly to any contract to be entered into by or on behalf of the Authority, those concerned must at all times act in the best interests of the Authority and in accordance with the Code and relevant national law (including Best Value regulations) and statutory Government guidance, and European Union (EU) law. This requirement applies to Members and employees of the Authority and to consultants and agents (including their employees) appointed by the Authority. In particular:
- (a) contract strategies, specifications and other tender documents must have regard to what is reasonable and necessary in the particular circumstances;
  - (b) the over-riding procurement policy requirement for the Authority is that procurement must be based on value for money and be in conformity with wider Authority policies; ~~defined as the best mix of quality and effectiveness for the least outlay over the period of use of the goods or services bought~~
  - (c) no company or service provider offering a quotation or expressing an interest in tendering, or having been invited to tender or quote shall be given an opportunity to obtain an unfair advantage over its competitors; and
  - (d) those concerned must act, and must be seen to act, in a proper manner.
- 1.3 Definitions and interpretations are included as an Appendix.

## **2. APPLICATION OF THE CODE**

### **General application**

- 2.1 All contracts for works, supplies and services shall be made in accordance with the Code. For the avoidance of doubt the engagement of specialist and management consultants shall be in accordance with this Code. Where it considers it necessary, the Authority may in relation to specific contracts which present unusual features agree contract procurement arrangements not subject to this Code.
- 2.2 The Authority's officers shall put in place effective systems of internal control which shall include provision for the maintenance of proper records throughout the procurement processes and for the retention and safe custody of documents and records.
- 2.3 The Clerk may arrange for the preparation and circulation of practice notes within the provisions of the Code and accompanying guidelines:-
- (a) to ensure that the provisions of the Code and their spirit and intent are brought to the attention of staff and other persons responsible for contracts;
  - (b) to set down any detailed administrative or other arrangements which may be made arising from the provisions of the Code; and
  - (c) to ensure that the relevant provisions of UK procurement legislation, Government guidance and locally approved procedures are brought to the attention of staff and other persons responsible for contracts.
- 2.4 The Clerk and Treasurer are authorised under Standing Order No. 38 to take action on behalf of the Authority with respect to any matter that either does not admit of delay or is routine, including matters relating to the award of contracts.
- 2.5 The application is subject to any contract award procedures laid down in UK legislation.

### **3. ETHICS AND INTERESTS**

#### **Conduct of Members**

- 3.1 With respect to the matters referred to in this Code, Members of the Authority shall conduct themselves in accordance with the Member Code of Conduct of their own constituent council ~~National Code of Local Government Conduct.~~
- 3.2 Members of the Authority shall at all times conduct themselves in a manner which:
- (a) preserves, and does not call into question the reputation of the Authority;
  - (b) does not prevent the Authority from dealing fairly and openly with regard to matters on which a Member has a personal or private interest; and
  - (c) does not cause the public at large, or those with a personal interest in a matter being dealt with, to lose confidence in the integrity of the Authority's decision-making procedures.

#### **Conduct of employees**

- 3.3 Staff must at all times comply strictly with the Authority's Code of Conduct for Employees. In particular, but without limitation, employees shall comply with the requirements relating to:
- (i) confidentiality;
  - (ii) relationships, conflicts of interest, related party transactions, equality and separation of client and contractor roles; and
  - (iii) hospitality, gift, sponsorship and corruption.

#### **Conduct of consultants and agents**

- 3.4 Consultants and agents appointed by the Authority shall at all times conduct

themselves in accordance with standards equivalent to those expected of Members of the Authority and its employees. All such consultants and agents shall, prior to appointment, produce to the satisfaction of the General Manager reasonable evidence that they and their employees are furnished with appropriate codes of conduct and that they are required to follow published standards of conduct appropriate to their trade or profession.

#### **4. PREPARING FOR THE TENDER PROCESS.**

##### **Application of competition**

- 4.1 Clear decisions will be required on the extent of works, supplies and services to be procured and with clear and rational reasons for determining the scope of core, strategic and other functions that will not be exposed to competition.
- 4.2 For those services where a mature market is not yet in place the procurement process shall seek to stimulate and strengthen the market by encouraging the diversity, innovation and the competitiveness of the supply base and hereby achieve the Authority 's corporate procurement objective.

##### **Contract period**

- 4.3. All contracts shall be time-limited either directly via contract period or by project completion criteria. Contract periods will be influenced by individual service requirements, by the total of set-up costs to be recouped and the complexity of hand-over arrangements. Tenders based on specified alternative contract periods should be considered for major services contracts.

##### **Criteria for contract award**

- 4.4 The contract award shall be based on the most economically advantageous tender to the Authority. The economically most advantageous tender will be determined via the following criteria:
  - (a) eligibility;
  - (b) financial standing;
  - (c) ability and technical capacity;
  - (d) the tendered price or rates, having regard to indicative volumes, where

appropriate, and consequential costs or savings that it would be proper for the Authority to take into account; and,

- (e) the appropriateness and effectiveness of the proposed systems and working methods (including delivery dates if not specified within the contract documents) for providing the required works, supplies or services in accordance with the contract.

### **Tender process**

- 4.5 Tenders shall be invited, subject to UK legislation, from firms on approved lists, or selected by the General Manager in consultation with the Clerk and Treasurer, or invited on an open or restricted basis as a result of public advertisement.
- 4.6 Term contracts or approved lists shall be used up to specified limits where there are repeated requirements for particular works, supplies or services.

### **Timetabling**

- 4.7 Periods for expressions of interest and tender submissions, shall be set so as to maximise the number, accuracy and competitiveness of tenders and quotations received. The reasonableness of tender and quotation periods shall be determined by:
  - (a) the size, nature and complexity of the requirements;
  - (b) the anticipated need for firms to visit and inspect premises, systems and documents, etc.;
  - (c) the anticipated need for firms to obtain prices from proposed subcontractors and suppliers; and,
  - (d) the anticipated need for firms to obtain complex legal advice.
- 4.8 There shall be sufficient time for firms to seek admission to approved lists and for successful tenderers to complete such transitional arrangements as are required in order to commence contracts on time and to the contract standard. Appropriate periods shall be allowed for shortlisting, evaluation and award.

### **Prior Information Notice-Publication of Contract Opportunities**

4.9 ~~The Clerk shall dispatch Prior Information Notices (PIN) for publication in the Supplement to the Official Journal of the Economic Communities (OJEC) in accordance with EU Public Procurement requirements.~~ In accordance with the Public Contracts Regulations 2015, the Clerk shall ensure that all tenders over £25,000 in value are advertised on 'Contracts Finder' and additionally, if the Tender value is over £189,330, on 'Find a Tender' in accordance with UK Public Procurement requirements.

## 5. CONTRACT DOCUMENTATION AND INSTRUCTIONS

### Contract documents

- 5.1 Tender and quotation documents shall comprise those considered to be necessary by the General Manager in consultation with the Clerk and Treasurer, having regard to the custom of the trade, profession or industry concerned.
- 5.2 Specifications shall be explicit, accurate and comprehensive and shall specify the required Works, supplies or services including the required quality standards and the measurable levels of outputs/targets to be achieved. Appropriate modification provisions shall be included to allow the Authority appropriate flexibility to alter the contract to take account of changes in requirements. Output or outcome based specifications shall be used except where it is necessary to specify processes in order to obtain the Authority's requirements in a particular way. As appropriate contract documents shall incorporate arrangements for securing continuous improvement in the economy, efficiency and effectiveness of the Authority's services and including where appropriate explicit incremental targets for improved performance in addition to any general requirement for improvement.
- 5.3 Where supplied, specifications or descriptions of materials in tender or quotation documents shall require as a minimum compliance with UK Standards and relevant codes of practice current at the date of tender or quotation. Where appropriate the tender or quotation documents shall also provide for the submission of alternatives that satisfy the functional requirements.
- 5.4 The specification of works, supplies or services shall be of proprietary type or supplied by a particular firm or that the work shall be executed by a particular firm except where the General Manager on consultation with the Clerk and Treasurer is satisfied that;
- (i) there is no acceptable alternative; or

- (ii) it is desirable to set a standard, in which case a choice shall be given and wherever practicable a statement made to the effect that other approved substitutes will be considered.

### **Contract conditions**

- 5.5 Conditions of a contract shall be based on the relevant standard form (if any) that has been issued by the trade, industry or profession concerned, except where the Authority decides otherwise or, in the absence of any such decision by the Authority, where the Clerk decides it would not be in the interests of the Authority to use such a standard form.

### **Failure to perform**

- 5.6 The conditions shall include the Authority's rights to take action where the contractor fails to perform to the contract standard. These rights shall include rectification procedures, the ability to reduce payments and deduct defaults, suspension provisions for part or all of the contract and termination where appropriate. The contract documents shall include all necessary details to enable the Authority to exercise these rights including explicit provision for appropriately calculated default deductions and/or liquidated damages.

### **Transfer of Undertakings (Protection of Employment) Regulations (TUPE)**

- 5.7 Officers should have regard as to whether contracts may be subject to TUPE and act accordingly. Where it is thought possible that TUPE may apply contractors must be provided with appropriate workforce information in a suitably anonymous form and in accordance with legislative requirements.

### **Pricing mechanisms and fluctuations**

- 5.8 Pricing mechanisms shall be appropriate to the likely level of variation in the demand for the works, supplies or services specified. Where the level of demand under the contract can be predicted accurately or is unlikely to vary significantly during the contract period, the contract shall be priced as a lump sum (based on a bill of quantities as appropriate). Where the demand is unpredictable or will vary through the contract period, the pricing mechanism shall be via a schedule of rates containing the best available estimate of the likely demand. If the total workload under the prospective contract is likely to

vary significantly, consideration shall be given to the use of pricing bands so that tenderers are encouraged to offer their best unit prices for high or low level of demand.

- 5.9 Review clauses or price fluctuation clauses may be included in contracts when the contract period is estimated at greater than one year (or fifty-two weeks) where the General Manager in consultation with the Clerk and Treasurer considers that it is in the Authority's interests to do so. The index for price fluctuations should be either Gross Domestic Product (GDP) deflator or Retail Price Index (RPI) (excluding interest), unless the Treasurer has approved more specific indexing.

### **Terms of payment and retention money**

- 5.10 When a form of contract, other than a standard form, is used, the terms of payment shall be decided by the General Manager in consultation with the Clerk and Treasurer having regard to the general practice in the trade or industry concerned. Terms of payment shall provide for the intervals at which payments will be made, the amounts to be paid, the amounts (if any) to be retained and the conditions for the release of the retention money.
- 5.11 If a standard form provides for the deduction of retention money but does not specify the amount to be retained, the amount shall be decided by General Manager in consultation with the Treasurer.

### **Instructions for tendering and quoting**

- 5.12 Instructions to prospective tenderers for tendering and quoting shall be in accordance with the relevant corporate practice note. Instructions shall include details of the contract award criteria.

### **Performance bonds and parent company guarantees**

- 5.13 Contract documents for works and services of £250,000 and above shall incorporate any necessary requirements for the appointed contractor to provide the Authority with security for the due performance of such contracts. The requirements shall be in accordance with the results of risk assessments carried out by the General Manager in consultation with the Clerk and Treasurer, on a case-by-case basis and the security shall be either in the form of an acceptable parent company guarantee or a bond of a bank or approved insurance company. The required bond shall be at the specified value as determined by the relevant risk assessment.

## Approval of procurement programme and tender documents

5.14 The selection and packaging of work, the tender documents including the method of pricing, the award criteria and the competition programme shall be subject to Authority approval for all services contracts of £189,330 p.a. and above.

## 6. REQUIREMENTS FOR QUOTATIONS AND TENDERS

### Estimate of cost

- 6.1 The General Manager shall prepare a properly calculated written estimate of the cost prior to inviting tenders and quotations for works, supplies or services and shall calculate, where appropriate, the estimated aggregate value in accordance with UK public procurement aggregation rules. The General Manager shall make secure arrangements for recording this written estimate and the supporting data, assumptions, and calculations.
- 6.2 The General Manager's estimate shall form the basis for determining the appropriate procedures for competitive tenders and quotations to be obtained under this Code and shall also be used for subsequent evaluation purposes.

### Thresholds and numbers of tenders and quotations to be invited

- 6.3 The following minimum number of invitations to tender or quote shall apply, and the exemptions within paragraphs 6.4 to 6.6 before any order for works, supplies or services is placed:

| <b>Type of procurement<br/>and thresholds</b>   | <b>Minimum number of<br/>invitations to tender or quote</b> |
|---|---|
| (a) works, supplies and services estimated to cost less than £1,500                   | no requirement  |
| (b) supplies and services estimated to cost £1,500 and above, but less than £5,000    | 3 oral quotations   |
| (c) supplies and services estimated to cost £5,000 and above, but less than £25,000 } | 3 written quotations  |

(d) works estimated to cost £1.500 and above but less than £25,000 }

(e) works, supplies and services estimated to cost more than £25,000. minimum of 4 tenders

### Exemptions

- 6.4 The General Manager in consultation with the Clerk and Treasurer may place orders of less than £25,000 without obtaining competitive quotations or tenders where the works, supplies or services are urgent and necessary:
- (a) for the protection of life, health or property; or
  - (b) to maintain the functioning of a public service for which the Authority is responsible.
- 6.5 The General Manager, in consultation with the Clerk or Treasurer may also place orders of less than £25,000 for works, supplies or services without obtaining competitive quotations or tenders where:
- (a) the works, supplies or services must normally be entrusted to a utility undertaking, statutory undertaking, local authority or similar public body; or
  - (b) the works, supplies or services are available from only one firm; or
  - (c) the Authority has decided to extend the scope of an existing contract to include further works, supplies or services or to extend the duration of a term contract; or
  - (d) the Authority has decided that special circumstances make it appropriate and desirable that a contract should be negotiated with a single firm.
- 6.6 The General Manager may place orders for works, supplies or services for which the Authority has a term contract up to any value provided that expenditure does not exceed any limit per order either stated in the contract documentation or set by the Authority, any ceiling that has been placed on the contract sum, or the provision in the budget, whichever is the lowest.

6.7 Paragraphs 6,4 to 6.6 are subject to:

- (a) the directions of the Authority being sought in any case which presents unusual features; and
- (b) an estimate of the cost being obtained (where tenders or quotations have not been invited), unless it is impractical to do so, from the firm concerned before any written or oral order is issued.

## 7. USE OF CONSTRUCTIONLINE & FRAMEWORKS

### ~~Use of Constructionline.~~

~~7.1 Constructionline shall be used as the basis for selecting contractors for works and construction related consultants to quote or tender for contracts up to the value of the EU limits for Works and Services (see Officers Guide to Procurement for latest EU tendering thresholds). Consultants are considered a Service and the relevant threshold for Services must be applied when sourcing Consultants. Where expenditure is expected to exceed these thresholds for Works or Services, an EU contract notice must be placed and formal EU tendering procedures followed.~~

### **Frameworks**

- 7.1 Frameworks of suppliers may be used where these have been established by an appropriate contracting authority and the Authority is ~~appropriately named~~ permitted to be as a participant in the framework.
- 7.2 Chief officers may establish their own frameworks in order to streamline the process of ordering commonly bought goods, works or services. Any such framework must be established in accordance with the requirements of the Public Contracts Regulations 2015.
- 7.3 The duration of a Framework shall not exceed 5 years except in exceptional circumstances.
- 7.4 When establishing a Framework, a clearly defined process shall be included outlining how suppliers are to be selected.

## 8. MAINTAINING APPROVED LISTS

- 8.1 The General Manager shall maintain approved lists of contractors for various works, supplies or services, in accordance with any procedures laid down by the Authority or, in the absence of such procedures, in accordance with any corporate practice notes.

## 9. INVITATION TO TENDER AND QUOTE

### Timetable and fees

- 9.1 Periods for expressions of interest and tender submissions shall be set in accordance with any UK legislative rules and any other relevant provisions of this Code.
- 9.2 No fee or consideration of any kind shall be required for any invitation to tender or quote unless the documentation contains significant non-standard material likely to be of value to others. Where a fee is appropriate this shall be no more than the marginal cost of producing the documentation.

### Public advertisements and notices

- 9.3 All Tenders will be advertised via the Authority's e-tendering portal and tenders in excess of £25,000 shall be advertised on 'Contracts Finder' and also on 'Find a Tender' if over £189,330. ~~invited following public advertisement (and notices where EU rules apply) for:~~

- (a) ~~works contracts estimated to exceed the EU threshold for Works in force at the time ; and~~
- (b) ~~works, supplies and services contracts subject to UK EU procurement rules, here the cost is estimated to equal or exceed the thresholds including aggregation requirements.~~

- 9.4 ~~The Clerk shall place a public advertisement~~ Advertisements will also be placed as appropriate in a local publication (hardcopy and/or electronic) newspaper(s) and in the and relevant principal trade journal ~~(s)~~ (s) circulating among such firms as undertake such contracts. ~~In addition, for contracts subject to UKEU procurement rules, the Clerk shall publish the contract details on the Find a Tender Service (FTS) dispatch an official notice for publication in the Supplement to the~~

~~Official Journal of the European Communities (OJEC). The dispatch date of the notice shall be prior to publication of the UK advertisements and the UK advertisements shall not contain additional information to that contained in OJEC notice,~~

~~9.5 In all other cases not included in paragraphs 12.3 and 12.4 but where a tender or quotation for a contract with a total value greater than £25,000 or more is required to be invited via a public advertisement, an advertisement shall be despatched to [www.procure4london.com](http://www.procure4london.com) or similar.~~

### **Selection by General Manager**

9.57 Where the estimated cost of the works, supplies or services is below the thresholds for public advertisements ~~or EU notices~~, whichever is the lower, the General Manager, in consultation with the Clerk and Treasurer, shall decide which firms capable of performing the contract shall be invited to tender or quote. In reaching his decision, the General Manager shall use such methods to compile the list of firms as he shall consider necessary or reasonable in the particular circumstances of the case with the aims of (a) taking account of information regarding the firms' known record of quality and price, and (b) developing competition by offering opportunities to firms not previously employed by the Authority.

9.8 Any additional information or clarifications, whether or not unsolicited, requested in writing by a firm(s) or arising from a site visit, shall be supplied in writing to all potential tenderers at the same time.

### **Authority approval for selection of firms invited to tender**

9.9 Authority approval shall be sought for any shortlist of firms prior to inviting such firms to tender for services contracts estimated at £189,330 p.a. and above.

## **10. RECEIPT AND OPENING OF TENDERS AND QUOTATIONS**

### **Arrangements**

10.1 The Clerk shall make arrangements in accordance with this Code for the receipt, custody and opening of competitive tenders and quotations. The General Manager shall ensure that the principles of these arrangements are observed in all respects.

10.2 Every tender must be received by a secure method using the Authority's e-tendering portal or other approved e-sourcing system.

10.3 The relevant officer must notify all suppliers of the correct tender return instructions, including the date, time and place (details of the e-sourcing system).

10.4 In exceptional circumstances, the deadline for receipt of tenders may be extended, but only with the agreement of the Clerk and only if such extension of time will not disadvantage a tenderer. No extension to the deadline can be given once the original deadline has passed and the seal has been broken on the e-tendering portal.

10.5 The relevant officer must arrange for all tenders for any one Contract to be opened at the same time. All tenders received via the Authority's e-tendering portal should be opened by an officer not involved in the tender exercise:

10.6 Any tender that does not comply with the Authority's requirement as set out in the tender invitation e.g. arrives late, should normally be excluded from consideration, with the circumstances recorded on the Authority's e-tendering portal. Officers may, however, seek the agreement of the Clerk to amend these requirements in appropriate circumstances. Any such relaxation shall be identified when seeking any necessary authorities required before the acceptance of a tender.

10.7 The Clerk must ensure, for audit and information purposes that for all tenders received via the Authority's e-tendering portal:

a) An electronic record is retained of the date and time of opening and the name of the Officer involved; and

a)b) An electronic record of all tenders received is retained

10.8 The General Manager shall inform the Clerk, in writing, of the number of firms invited to tender or quote, the latest date and time stipulated for their receipt and whether or not separate bills of quantities are to be completed and submitted. ~~Any extension of time given to tenderers must be similarly notified to the Clerk.~~

### **~~Official stationery and instructions~~**

~~10.3 Standard forms of envelope shall be used for the return of tenders and quotations where the estimated cost of the contract exceeds £25,000 and for the return of separate bills of quantities. In respect of all contracts estimated to cost more than £5,000 all envelopes shall bear the word "Tender" or "Quotation" followed by the subject to which it relates and, where bills or quantities are sent to tenderers, an individual identification number or letter. In addition:~~

- ~~(a) the first envelope (envelope A) shall bear the latest date and time for submission of the tender and shall be addressed to the Clerk's office; and~~
- ~~(b) the second envelope (envelope B) shall bear the name and full address of the tenderer; and~~
- ~~(c) the third envelope (envelope C) shall be sent only when necessary for the return by tenderers of separate bills of quantities.~~

~~10.4 All firms invited to tender shall be instructed that~~

- ~~(a) the tender must be sealed in envelope B which is then to be inserted in envelope A in which it is to be delivered as directed thereon; and~~
- ~~(c) envelope A is not to be marked in any way to disclose the name of the tenderer; and~~
- ~~(c) where separate bills of quantities are to be completed they are to be sealed in envelope C which should be attached to envelope A.~~

### **Receipt and initial custody of documents**

~~10.5 Tenders delivered to the specified place by the time stipulated for their receipt shall be placed forthwith in a locked receptacle where they shall be kept unopened until they are due to be opened. Where, because of their bulk, it is impractical to place envelope C in the same receptacle as envelope A, envelope C may be placed in a different locked receptacle.~~

### **Opening tenders**

~~10.6 All tenders received directly by the Authority shall be opened only in the presence of the Clerk or such officers as he may designate.~~

~~10.7~~ As soon as possible after the time appointed for the receipt of tenders they shall be opened, numbered and marked with the date of opening. The appropriate officer in whose presence the tenders are opened in accordance with paragraph 9.6 shall initial each tender on the page(s) that contain the tender sum (if any) and the signature of the tenderer. When a tender is based mainly on schedules of rates or prices inserted by the tenderer those persons shall initial and date the signature of the tenderer if there is one, or where no signature exists they shall initial the first and last pages of the schedule. Those persons shall also initial any accompanying letter.

~~10.8~~ When an envelope purporting to contain a tender for a contract for building works or works of civil engineering construction is found, when opened, not to contain a tender, any envelope purporting to contain that tenderer's bills of quantities shall be opened. If it contains a tender, that tender shall be initialled and dealt with in the same way as other tenders received by the stipulated time. An explanation shall be given to the tenderer if and when the bills of quantities are later returned to him.

### **Recording tenders**

~~10.9~~ A record shall be made at the time of opening, or as soon as possible afterwards, of all the tenders received for each contract by the stipulated time. This shall include the name of each tenderer, the number assigned to that tender, and the amount of the tender except where the tender comprises a schedule of rates only. The words "and last" shall be inserted against the last numbered tender. The record shall be signed by the officer in whose presence the tenders are opened.

### **Action on tenders and bills of quantities**

10.910 As soon as possible after tenders are opened and recorded they, and a copy of the record, shall be placed in the General Manager's custody (except where the Clerk may decide otherwise). Any Member or officer who obtains knowledge of the contents of tenders shall not reveal that knowledge to any person who is not authorised to receive such information.

~~10.11~~ When bills of quantities are received after the time for submission for tenders but within five working days of such date they shall be forwarded immediately by the Clerk or General Manager to the chief officer who issued the invitations to tender.

### **Late tenders**

- 10.12 Tenders received after the stipulated time shall not be opened and shall be clearly marked with the date and time of receipt and the signature of the officer receiving them and shall be handed forthwith to the Clerk or General Manager as appropriate. A record shall be kept of tenders received after the stipulated time including the name of the tenderer, the date and time of receipt as marked on the envelope and, if legible, the date and time of the postmark. If the tenderer cannot be identified without opening the tender, then the tender may be opened.
- 10.13 The Clerk shall promptly return the late tender to the firm unopened (unless opened to identify the firm as provided for in paragraph 9.12 together with a letter of explanation.

## **11. REJECTION AND NON-CONSIDERATION OF TENDERS AND QUOTATIONS**

### **Rejection of tenders and quotations**

- 11.1 Any tenders or quotations submitted by any firm shall be rejected by the Authority where the firm:
- (a) fixes or adjusts prices or rates shown within or underlying its tender or quotation by, or in accordance with, any agreement or arrangement with any other person, or by reference to any firm's tender or quotation, or communicates to any person or firm other than the Authority the amount or approximate amount of the prices or rates shown in its tender or quotation, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or quotation, or for the purposes of financing or insurance; or
  - (b) enters into any agreement with any other person that such other person shall refrain from submitting a tender or quotation, or shall limit or restrict the prices to be shown by any other firm in its tender or quotation; or
  - (c) offers, or agrees, to pay or give, or does pay or give, any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done, in relation to any other firm, or any other person's proposed tender or quotation, any act or omission of the sort described in paragraph 10.1 (a) and (b) above; or

- (d) in connection with the award of the contract(s) commits an offence under the Prevention of Corruption Acts 1889 to 1916, or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; or
- e) has directly or indirectly canvassed any Member or officer of the Authority concerning the acceptance of any tender or quotation, or has directly or indirectly obtained, or attempted to obtain, information from any such Member or officer concerning any other firm, tender or quotation.

11.2 Such rejection shall be without prejudice to any other civil remedies available to the Authority or any criminal liability which such conduct by a firm may attract.

### **Non-consideration of tenders and quotations**

11.3 The Authority may, at its absolute discretion, refrain from considering any tender or quotation if:

- (a) it does not include provision for the whole specification(s); or
- (b) it is not in accordance with the Authority's instructions to tenderers and all other provisions of the invitation to tender. For the avoidance of doubt this includes the failure to provide a method statement where requested and failure to provide priced bills of quantities where requested by the specified date; or
- (c) it is otherwise incomplete or incorrectly completed; or
- (cl) the firm makes, or attempts to make, any variation or alteration to the terms or conditions of the contract documentation including the form of tender, the certificate, the conditions, the specification(s), or the schedule(s), except where such a variation or alteration is expressly invited or permitted by the Authority in writing.

## **12. TENDER EVALUATION**

### **Custody of documents**

12.1 The General Manager (or such other officer as the Clerk shall direct) shall keep all tender documents in safe custody and shall maintain records of the

officers, consultants and agents to whom and from whom tender documents are passed.

### **Evaluation process**

12.2 Tenders and quotations shall be scrutinised in order to evaluate the available evidence against the stated award criteria. All communications with tenderers and referees shall be confidential and properly recorded and firms shall be required to provide any necessary confirmations or explanations in writing.

### **Amendment of tenders or quotations submitted in competition**

12.3 Obvious errors on the face of the submitted tender or quotation documents in calculations, extensions or totalling, whether found by the firm concerned or by the Authority, shall be dealt with as follows:

- (a) in the case of tenders or quotations based on schedules of items or provisional quantities, obvious errors in totalling, extensions or calculations shall be corrected; and
- (b) in the case of tenders or quotations based on priced bills of quantities where obvious errors in totalling, extensions or calculations are in such bills of quantities:
  - (i) where the firm concerned does not wish to amend its tender or quotation the errors shall be corrected in full within the bill of quantities including the necessary percentage pro rata adjustment to all detailed rates (excluding provisional and prime cost sums and provided that such pro rata percentage adjustment exceeds 0.25%) in order to make the total of the bill of quantities equal the tendered price or quotation and provided that such amended rates and prices would apply to variations and any indexation throughout the contract; or
  - (ii) if the firm concerned wishes to adjust its tender or quotation such adjustment shall be regarded as valid provided that the chief officer is satisfied that it was a bona fide mistake and that the adjustment is for the full amount of the error(s).

12.4 When a firm seeks to amend its tender or quotation for reasons other than in paragraph 12.3 the following rules shall apply:

- (a) If a firm seeks to amend its prices upwards within the period of validity of the tender or quotation it shall be told that it must stand by its original offer or withdraw it. Requests to amend prices upwards after the period of validity has expired shall be dealt with on their merits, within effective arrangements for ensuring probity and accountability.
  - (b) If a firm seeks to reduce its prices the decision on the award of the contract shall be made on the original prices tendered or quoted, but if a contract is thereby awarded to the firm which amended its tender or quotation the amended price shall be accepted.
- 12.5 If the lowest tender or quotation is unacceptably high the firm which submitted the lowest tender or quotation may, at the discretion of the General Manager, in consultation with the Clerk and Treasurer, be asked whether it will reduce its tender or quotation without varying the specifications, If it agrees to do so, its tender or quotation shall be amended accordingly.

#### **Alternative specifications and conditions**

- 12.6 Where alternative specifications or conditions of contract are submitted, either in addition to, or in lieu of, those set out in the invitation to tender or quote, the General Manager shall conduct any necessary investigations in order to establish, so far as is possible, common criteria between tenders or quotations for ascertaining the most advantageous offer. In so doing, he shall have regard to the following:
- (a) a tender or quotation may be considered even though it does not comply with the specification or conditions of contract provided that it is nevertheless advantageous, or if the firm concerned is prepared to amend it to make it advantageous, either by complying strictly with the specification and conditions of contract or otherwise;
  - (b) alternative specifications submitted shall not normally be disclosed to other firms invited to tender or quote but, where acceptance of modifications to contract conditions proposed by a firm is contemplated, any other firm whose offer is potentially advantageous shall be given the opportunity to tender or quote on the conditions as modified; and
  - (c) where investigations result in an adjustment to a tender or quotation, the chief officer must be satisfied that it is commensurate with the modification of specification or conditions, and shall consult the

Treasurer where an adjustment in price is large in relation to the gap between the original offer and the next most advantageous offer.

- 12.7 Corrections or amendments carried out in accordance with paragraphs 12.3 to 12.6 shall be recorded, signed and dated by both the General Manager and the tenderer's representative and shall be attached to the tender.

#### **Eligibility, Financial Standing and technical Ability or Capacity**

- 12.8 The eligibility, financial standing and technical ability or capacity of tenderers shall be reviewed in the light of tenders received.

#### **Financial evaluation of price(s) and rates**

- 12.9 The tendered price and individual detailed rates within tenders and quotations shall be evaluated including their application to any of the indicative volumes disclosed within the invitation to tender where applicable. Pricing schedules shall be subject to testing for sensitivity to volume changes and to discounts where more than one contract may be awarded to a single firm. Other costs and savings will be considered which may properly be taken into account within the evaluation process.

#### **Results of evaluation**

- 12.10 The contract documents shall dictate the required quality and levels of provision and therefore the lowest tender or quotation from a firm that has not been excluded under other elements of the award criteria shall normally be accepted. However, other factors within the award criteria may make it more economically advantageous for a higher tender or quotation to be accepted and the economic weight and justification for including such factors shall be documented as part of the evaluation.

### **13. CONTRACT AWARD**

#### **Acceptance or competitive tenders and quotations**

- 13.1 Subject to the provisions of national law and this Code the General Manager in consultation with the Clerk and Treasurer may accept tenders or quotations for works, supplies or services of less than £25,000 save that the directions of the Authority shall be sought in any case which presents unusual features.

- 13.2 In respect of contracts in excess of £25,000 approval of the Authority must be sought, except where reasons of urgency make the use of the Standing Order No. 38 procedure appropriate or where the Authority has already instructed that the procedure may be used or has delegated power to officers to accept a tender.
- 13.3 No tender or quotation shall be accepted or recommended for acceptance until the General Manager's prior written estimate has been taken into consideration, and reasonable explanation has been obtained and recorded for any excess.
- 13.4 Tenders or quotations shall be accepted by formal letter of acceptance headed subject to contract or official Authority order signed by or on behalf of the General Manager or such other officer as the Clerk may appoint.

#### **Award notifications and statement of reasons**

- 13.5 After a tender has been accepted all tenderers shall be promptly notified of the result and, where possible, of the amount of each tender.
- 13.6 If no tender is accepted, the tenderers shall be informed and given the reason for the Authority's decision (for example - the Authority has decided not to proceed with the contract, or the amount of the lowest tender is unacceptably high) but the details of tenders received shall not be disclosed.
- 13.7 Unsuccessful firms may request reasons for their rejection and a written statement of reasons shall be provided by the chief officer within 15 days of the receipt of such request.

#### **Contract formalities**

- 13.8 With respect to contracts costing between £5,000 and £25,000, the General Manager shall ensure that a formal contract document is prepared. With respect to contracts costing in excess of £25,000, this shall be the responsibility of the Clerk.

#### **Custody and retention of contracts, tenders and quotations**

- 13.9 Contract documents shall be retained in a secure place for such period as shall be determined by the Clerk. Other accepted tenders and quotations are to be retained in safe custody by the General Manager in accordance with arrangements agreed with the Clerk.

13.10 As soon as possible after a tender has been accepted any bills of quantities still held other than those relating to the accepted tender shall be returned to the firm(s) who submitted them.

13.11 The General Manager shall retain all unsuccessful tenders and quotations in safe custody until the financial year in which the tender or quotation was rejected has been subject to audit after which time they may be destroyed at the General Manager's discretion.

#### **14. SUBLETTING AND ADDITIONAL SPENDING**

##### **Sub-letting**

14.1 The General Manager, in consultation with the Clerk and Treasurer, is authorised to approve the sub-letting of a contract or any part thereof by an Authority contractor in accordance with the contract conditions and provided that such arrangements are not contrary to the Authority's interests.

##### **Additional spending**

14.2 The Authority's officers shall keep under review all contracts and, ~~in accordance with the appropriate corporate practice notes,~~ inform the Authority of any contract where the total of additional spending on modifications, works instructions, claims or delays are forecast to result in material extra expenses to the Authority,

APPENDIX

**DEFINITIONS AND INTERPRETATION**

**approved list** - a list, which has been approved by the Authority, of the names of firms who may be invited to tender for prospective contracts within the scope of the list concerned.

**Authority** - Western Riverside Waste Authority or, where that Authority has formally delegated its power, a committee or sub-committee of the Authority.

**Code**· this Code of Practice.

**contract**· an agreement in writing made by or on behalf of the Authority for works, supplies or services on specified terms and conditions.

**contractor**· a firm with which the Authority has entered into a contract.

**firm**· includes a person or persons and any body corporate or incorporate (and may include a charity, company limited by guarantee or shares, consortium, co-operative, industrial and provident society, joint venture, partnership, private company, public company, trust, or voluntary body).

**services** - includes activities and functions performed by providers but excludes works and supplies,

**supplies** - contracts to supply goods, parts, materials, provisions, and items to meet the needs of the Authority,

**term contract** - a contract for the procurement of works, supplies or services for a fixed term, normally based on a schedule of prices and awarded as a result of the invitation of competitive tenders in accordance with this Code.

**works** - building and civil engineering maintenance, repair and construction works.

All financial limits referred to in this Code are to be considered as being exclusive of Value Added Tax.

Words importing the masculine gender only include the female gender and words importing the singular only include the plural number and vice versa.



# DRESS CODE FOR EMPLOYEES

The Authority aims to provide a professional and high quality of service to residents and all external organisations we conduct business with, at all times, whether this is through in-person or online contact. The principle of respect for residents and external organisations is expected at all times. In order to achieve this it is important to have appropriate standards in relation to staff's appearance and dress. It is important that your appearance and dress are appropriate to the work you do; this applies to all staff, whether working in direct service provision or in a support service.

Staff come from a wide range of backgrounds and cultures and will want to exercise choice in the clothing they wear to work, it is also recognised that particular working conditions e.g. working outside need to be taken into consideration. It is not our intention to impose a particular style of dress or appearance but to recommend a set of appropriate standards.

Managers are responsible for providing specific guidance on the standard of dress that is appropriate for the type of work undertaken. These specific guidelines must be observed where they are in existence.

## **1. General Rules**

Staff are expected to have a clean and tidy appearance and items of clothing should be in good repair.

Health and safety is an over-riding consideration and must be taken into consideration in relation to clothing, footwear, hair and make-up, body piercing and any jewellery worn.

Where protective clothing or a uniform is provided it must be worn when required and any other health and safety requirements relevant to dress or appearance must be followed.

Clothes worn for cultural or religious reasons are acceptable unless there is a specific risk to health and safety.

Staff with visible piercings may be asked to remove them when dealing directly with the public, unless they are worn for cultural or religious reasons. Any Tattoos which depict nudity or could be deemed to be offensive or intimidating should be kept covered at all times.

## **2. Standards**

Staff are expected to dress appropriately for the type of work undertaken and must follow any specific guidance issued. All staff should ensure that they project a professional image at all times whilst at work. The guiding principle is that the way you dress should demonstrate respect for those you come into contact with through the course of your duties, help establish the boundaries of the relationship and not be a distraction. The minimum standard of dress is smart casual. What is considered suitable and appropriate will depend on the activity you are engaged in.

The following items of dress would normally be considered to be inappropriate where smart casual dress is required;

- T-shirts or tops with logos, slogans or pictures containing nudity or foul or suggestive language or promoting contractors;
- Overly casual clothing;
- Revealing attire (i.e. shorts, cropped tops, clothes made of see-through materials and clothes that expose areas of the body that should be covered in the work place); and
- Headwear such as baseball caps or “beanie” hats are considered inappropriate within the office environment, although headwear worn for religious, cultural or medical reasons are acceptable unless there is a specific risk to health and safety. Where particular dress obscures member of staffs identity these should be removed.

These examples are not intended to be inclusive or exhaustive but to give an indication of the standards of dress expected. Managers will give further guidance as necessary in relation to the particular work area.

### **3. Unacceptable appearance or dress**

If your manager considers that an individual’s appearance or dress falls below the acceptable standards then they will speak to the individual directly to advise why the appearance or dress does not meet the required standards and the individual will be asked to comply with the code at all times in future. If necessary, the individual may be asked to leave work and return in attire that complies with the dress code. If an individual repeatedly breaches the code then action may be taken under the Authority’s Disciplinary Code of Practice.



**Staff Guidance on:**  
**Maternity, ~~and~~ Paternity, Adoption**  
**and Shared Parental Leave and Pay**  
**and Parental Bereavement Guidance**

26<sup>th</sup> January 2021



## Contents

|  |    |
|--|----|
| 1. Introduction .....  | 5  |
| 1.1. Entitlements to maternity leave and pay .....   | 5  |
| 1.2. Maternity Risk Assessment.....  | 7  |
| 1.3. Performance Appraisal/ Performance Related Pay Scheme .....                             | 7  |
| 1.4. Ante-Natal Care.....  | 7  |
| 1.5. Expected Week of Childbirth (EWC) .....   | 8  |
| 1.6. Childbirth .....  | 8  |
| 1.7. Maternity Leave .....   | 8  |
| 1.8. Ordinary Maternity Leave .....  | 8  |
| 1.9. Additional Maternity Leave .....  | 8  |
| 1.10.Extension to Additional Maternity Leave .....   | 9  |
| 1.11.Compulsory Maternity Leave.....   | 9  |
| 1.12.Annual Leave.....   | 9  |
| 1.13.Bank Holidays.....  | 9  |
| 1.14.Health at Work during pregnancy .....   | 9  |
| 1.15.Sickness Absence during Pregnancy .....   | 10 |
| 1.16.Miscarriage .....   | 10 |
| 1.17.Notification of Start of Maternity Leave.....   | 10 |
| 1.18.Contact during Maternity Leave and Keeping In Touch (KIT) Days .....                    | 11 |
| 1.19 Returning to Work .....   | 12 |
| 1.2. Return to work on Reduced Hours or other Flexible/New Way of Working Arrangements ..... | 12 |
| 1.21.Probation .....   | 13 |
| 1.22.Redundancy .....  | 13 |
| 1.23.Resignation during or within three months of return from Maternity Leave.....           | 13 |
| 1.24.Failure to Return to Work.....  | 14 |
| 1.25.Continuous Service .....  | 14 |
| 1.26.Pension.....  | 14 |
| 1.27.Car Allowances.....   | 14 |
| 1.28.Authority Equipment .....   | 15 |
| 1.29.First Aid Allowance .....   | 15 |
| 1.30.Annual Season Ticket Loans.....   | 15 |
| 2. Paternity Leave and Pay.....  | 16 |
| 2.1. Paternity Leave & Pay – (Childbirth).....   | 16 |
| 2.2. Ante Natal Care.....  | 17 |
| 2.3. Maternity Support Leave .....   | 17 |
| 2.4. Annual Leave.....   | 18 |
| 2.5. Bank Holidays.....  | 18 |
| 2.6. Pension.....  | 18 |
| 2.7. Additional Statutory Paternity Pay/Leave .....  | 18 |

|        |   |    |
|--------|---|----|
| 3.     | Adoption Leave and Pay .....  | 19 |
| 3.1.   | Adoption Leave .....  | 19 |
| 3.1.1. | Eligibility for adoption leave .....  | 19 |
| 3.1.2. | Notifying the Authority.....  | 19 |
| 3.1.3. | If you adopt or foster to adopt 2 or more children.....                       | 20 |
| 3.1.4. | If the child’s placement ends during adoption leave .....                     | 20 |
| 3.2.   | Adoption Pay.....   | 21 |
| 3.2.1  | Eligibility for adoption pay .....  | 21 |
| 3.3.   | Time off for Appointments .....   | 21 |
| 3.4.   | Changing the date you start your Adoption leave.....                          | 21 |
| 3.5.   | Contact during Adoption Leave and Keeping In Touch (KIT) Days .....           | 21 |
| 3.6.   | Returning to Work .....   | 22 |
| 3.6.1. | Notifying the Authority of your return date.....                              | 22 |
| 3.6.2. | Changing the date you return.....   | 23 |
| 3.6.3. | Application to vary contracted Working Arrangements.....                      | 23 |
| 3.6.4. | Resignation during or within three months of return from Adoption Leave ..... | 23 |
| 3.6.5. | Failure to Return to Work .....   | 23 |
| 3.7.   | Redundancy .....  | 24 |
| 3.8.   | Probation .....   | 24 |
| 3.9.   | Performance Related Pay Scheme.....   | 24 |
| 3.10.  | Annual Leave.....   | 24 |
| 3.11.  | Bank Holidays.....  | 25 |
| 3.12.  | Pension.....  | 25 |
| 3.13.  | Car Allowances.....   | 25 |
| 3.14.  | Authority Equipment .....   | 25 |
| 3.15.  | First Aid Allowance .....   | 26 |
| 3.16.  | Annual Season Ticket Loans.....   | 26 |
| 4.     | Shared Parental Leave (SPL) .....   | 27 |
| 4.1.   | Scope.....  | 27 |
| 4.2.   | Eligibility for Shared Parental Leave .....                                   | 27 |
| 4.3.   | Shared Parental Leave Entitlement .....                                       | 28 |
| 4.4.   | How can Shared Parental Leave be used?.....                                   | 28 |
| 4.5.   | Giving notice of entitlement to Shared Parental Leave (SPL).....              | 29 |
| 4.6.   | Booking Shared Parental Leave .....   | 29 |
| ➤      | <b>Continuous leave notifications</b> .....                                   | 29 |
| ➤      | <b>Discontinuous leave notifications</b> .....                                | 29 |
| 4.7.   | Changing the dated of booked leave .....                                      | 30 |
| 4.8.   | Statutory Shared Parental Pay (ShPP) .....                                    | 30 |
| 4.9.   | Giving notice of entitlement to Shared Parental Pay (ShPP).....               | 31 |
| 4.10.  | If a Parent ceases being eligible.....  | 31 |
| 4.11.  | Fraudulent claims.....  | 32 |
| 4.12.  | Terms and conditions during Shared Parental Leave .....                       | 32 |
| 4.13.  | Contact during Shared Parental Leave and Keeping In Touch (KIT) days.....     | 32 |
| 4.14.  | Returning to work after Shared Parental Leave .....                           | 32 |
| 5.     | Parental Bereavement .....  | 34 |
| 5.1.   | Giving notice to take leave .....   | 34 |
| 5.2.   | Claiming Statutory Parental Bereavement Pay .....                             | 35 |

## **1. Introduction**

This guidance is for employees who are either expecting a baby or whose partner is expecting a baby and includes information on entitlements to paid and unpaid leave.

### **1.1. Entitlements to maternity leave and pay**

All expectant mothers, regardless of length of service, are entitled to a minimum of 26 weeks ordinary maternity leave and 26 weeks additional maternity leave and must not return to work for a compulsory maternity leave period of 2 weeks from the day on which childbirth took place.

[You may be entitled to take some of your leave as Shared Parental Leave \(see section 4 – Shared Parental Leave guidance\).](#)

However, entitlement to maternity pay depends on length of continuous service in relation to your expected week of childbirth.

The length of your continuous service will be taken as service accrued up to the beginning of 11th week (qualifying week for occupational maternity pay) and 15<sup>4</sup>th week (qualifying week for statutory maternity pay) before the week in which your baby is due. Counting 11 and 15<sup>4</sup> weeks backwards from the expected week of childbirth will therefore provide you with these two qualifying weeks.

For the purposes of the above calculation the relevant week commences at midnight on the Saturday night/Sunday morning. Once the qualifying weeks are determined it will be possible to establish the benefits available to you.

You can work out your entitlement to maternity leave and pay by plotting your length of local government and Authority continuous service on the following table:

|  |   | <b>Length of Western Riverside Waste Authority<br/>continuous service</b>  |   |
|--|---|--|---|
|  |   | <b>Less than 26 weeks by<br/>the beginning of the<br/>15<sup>4</sup><sup>th</sup> week before the<br/>expected week of<br/>childbirth</b>  | <b>26 weeks or more by the<br/>beginning of the 14<sup>th</sup><br/>week before the<br/>expected week of<br/>childbirth</b>   |
| <b>Length of continuous local government service</b> | <b>Less than one<br/>year by the<br/>beginning of the<br/>11<sup>th</sup> week before<br/>the expected<br/>week of childbirth</b> | <ul style="list-style-type: none"> <li>• 26 weeks ordinary maternity leave – unpaid</li> <li>• 26 weeks additional maternity leave – unpaid</li> <li>• An extension of the additional maternity leave period to 52 weeks from the week of childbirth - unpaid</li> </ul>   | <ul style="list-style-type: none"> <li>• 26 weeks ordinary maternity leave</li> <li>• 26 weeks additional maternity leave – unpaid</li> <li>• An extension of the additional maternity leave period to 52 weeks from the week of childbirth – unpaid</li> <li>• Up to 39 weeks Statutory Maternity Pay (SMP)</li> </ul>   |
|  | <b>More than one<br/>year by the<br/>beginning of the<br/>11<sup>th</sup> week before<br/>the expected<br/>week of childbirth</b> | <ul style="list-style-type: none"> <li>• 26 weeks ordinary maternity leave</li> <li>• 26 weeks additional maternity leave – unpaid</li> <li>• An extension of the additional maternity leave period to 52 weeks from the week of childbirth – unpaid</li> <li>• Up to 18 weeks Occupational Maternity Pay (OMP)</li> </ul> | <ul style="list-style-type: none"> <li>• 26 weeks ordinary maternity leave</li> <li>• 26 weeks additional maternity leave – unpaid</li> <li>• An extension of the additional maternity leave period to 52 weeks from the week of childbirth – unpaid</li> <li>• Up to 39 weeks Statutory Maternity Pay (SMP)</li> <li>• Up to 18 weeks Occupational Maternity Pay (OMP) – providing you return to work for a minimum period of 3 months.</li> </ul> |

For more information about statutory maternity pay visit  
<https://www.gov.uk/maternity-pay-leave>.

## 1.2. Maternity Risk Assessment

When you are pregnant and inform your manager of this, one of the first steps will be to conduct a joint risk assessment to establish what risks, if any, are posed to you and/or your unborn baby whilst at work. This covers you if you are pregnant, have given birth or miscarried within the previous 6 months or you are breastfeeding. Where risks are identified, your line manager will take any reasonable steps to remove or minimise the risk.

## 1.3. Performance Appraisal/ Performance Related Pay Scheme

After you have advised your manager of your pregnancy, your manager will arrange to meet with you to review and revise your performance appraisal targets, taking into account your pending maternity leave. This review can be undertaken either for an absence starting later in the current 'PrP' year, (i.e. the financial year) or, in readiness for an absence which is expected to begin after the start of the next 'PrP' year. Subsequently, as near as possible to the actual date that you go on maternity leave, another meeting will take place at which your manager will assess with you your achievement of the targets. The same arrangements will apply on your return to work in relation to the remainder of that PrP year. Any PrP award payable to you will be calculated by reference to your salary pro rata'd for the period during which you were at work and including the 2 week compulsory maternity leave period.

## 1.4. Ante-Natal Care

As an expectant mother you are entitled to time off with pay for ante-natal appointments you attend on the advice of a doctor, a registered midwife or a registered health visitor. You must let your line manager know in advance of any ante-natal appointment and show the appointment card, or email confirming a booking, as soon as you have it. Where possible appointments should be made with service needs in mind, for example at the beginning or end of the day or at a time when your absence will cause least disruption.

~~From 1st October 2014 those in a qualifying relationship with a pregnant woman are entitled to unpaid time off to accompany a woman to ante natal care. Those in a qualifying relationship are entitled to unpaid time off on two occasions lasting no more than 6.5 hours per occasion. To apply for the unpaid leave contact the Executive Officer.~~

### **1.5. Expected Week of Childbirth (EWC)**

When you are 20 weeks pregnant you will be able to ask for a MAT B1 certificate from your doctor or midwife. This certificate indicates the week, beginning with midnight between Saturday and Sunday, in which it is expected that you will give birth. This will then enable your entitlements to be calculated. You must submit the original MAT B1 certificate to the Executive Officer together with a letter detailing when you would wish your period of Maternity Leave to start~~the Notification of Maternity Leave~~, 28 days before you wish your maternity leave to start.

Exceptionally, if this is not possible then notification should be made as soon as is reasonably practicable. You are advised to take a photocopy of the MAT B1 for your own records.

### **1.6. Childbirth**

Childbirth in the context of these guidelines means the birth of a child whether living or stillborn after the start of the 25th week of pregnancy i.e. in the period from the beginning of the 16th week before the EWC.

### **1.7. Maternity Leave**

You are entitled to both ordinary and additional maternity leave and an extension to the additional maternity leave period up to a maximum of 52 weeks from the week of childbirth.

### **1.8. Ordinary Maternity Leave**

Ordinary Maternity leave is a sliding period of up to 26 weeks duration which you can choose to begin at any time after the beginning of the 11th week before the EWC. However, the latest possible day you can start this leave is the day following childbirth.

### **1.9. Additional Maternity Leave**

Your additional maternity leave period will commence immediately following your ordinary maternity leave period and will continue for a further 26 weeks.

### **1.10. Extension to Additional Maternity Leave**

You may if you wish extend the additional maternity leave period to 52 weeks from the week of childbirth.

### **1.11. Compulsory Maternity Leave**

Under no circumstances will you be allowed to return to work in the 2 week period from the day on which childbirth occurs.

### **1.12. Annual Leave**

Annual leave will accrue, at the normal rate, during the ordinary, additional and extended additional maternity leave period.

You will be encouraged to take the annual leave you have already accrued in the leave year prior to the commencement of your maternity leave whenever possible. Any annual leave accrued during the period of your maternity leave can, by agreement with your manager, be taken immediately following the maternity leave period or may be used to shorten the unpaid maternity leave period subject to notification requirements for maternity leave also being fulfilled. Once you have commenced annual leave in this way, this will be regarded as a return to work. If your maternity leave goes over the end of one leave year and into the next, then all the annual leave outstanding will be carried forward.

### **1.13. Bank Holidays**

Bank holidays will accrue as they fall during the maternity leave period, with a substitute day's leave being provided on your return to work.

### **1.14. Health at Work during pregnancy**

If you are experiencing any difficulties in your pregnancy i.e morning sickness, and it's affecting your work, you should talk to your line manager. It may be possible to change your working arrangement i.e. a change in start and finish times, extra breaks for periods of feeling unwell, working from home.

### 1.15. Sickness Absence during Pregnancy

If you are not already on maternity leave and are absent due to sickness you will receive Occupational Sick Pay and Statutory Sick Pay subject to the normal arrangements which apply to all employees. However, if you are absent for sickness reasons wholly or partly due to pregnancy in the 4 weeks leading up to the EWC your maternity leave will automatically commence from the day which follows the first day of sickness absence within that 4 week period.

If you are not already on maternity leave, in addition to the normal absence reporting arrangements, you must notify the Executive Officer immediately if you are absent due to sickness which is wholly or partly due to your pregnancy in the 4 weeks leading up to the EWC. Such an absence will trigger the start of the maternity leave period from the day which follows the first day of sickness absence within that 4 week period.

### 1.16. Miscarriage

If a miscarriage occurs in the first 24 weeks of pregnancy, you will be required to submit a medical certificate for any sickness absence which may result and will be considered to be on sick leave. You will receive Occupational Sick Pay and Statutory Sick Pay subject to the normal arrangements. However, if this occurs from the beginning of the 25th week of pregnancy onwards this will be treated as a still birth and maternity leave will automatically commence from the following day.

### 1.17. Notification of Start of Maternity Leave

You must submit the original MAT B1 certificate to your line manager together with a letter confirming the date you intend to start your period of Maternity Leave~~the Notification of Maternity Leave~~, no later than 28 days before you wish your maternity leave to commence. Exceptionally, if this is not possible then notification should be made as soon as you are able. You may vary the date you have advised that your maternity leave will start provided you inform your line manager at least 28 days before the original date, or 28 days before the new date, whichever is the earlier. You are advised to take a photocopy of the MAT B1 for your own records.

If you are not already on maternity leave and you give birth, you must notify your line manager as soon as possible as childbirth will automatically trigger the commencement of maternity leave from the following day.

Within 28 days of receiving your letter confirming your 'Leave start date~~'Notification of Maternity Leave start date' form~~ or, where this is not submitted, within 28 days of

your maternity leave period commencing, you will be informed of the date on which your maternity leave period will end.

### 1.18. Contact during Maternity Leave and Keeping In Touch (KIT) Days

Apart from 'Keeping in Touch Days' (KIT), which are covered below, during maternity leave your manager may make contact with you and in the same way you may make contact with your manager. The frequency and nature of the contact will depend on a number of factors such as the nature of the work and your post, and any agreement on contact should be made in a meeting that takes place before the maternity leave began.

~~It is important before maternity leave starts that your manager meets with you to discuss arrangements for staying in touch with each other.~~ This might include agreement on the way in which contact will happen, how often, and who will initiate the contact. It might also cover the reasons for making contact and the types of things that may be discussed. ~~It should be borne in mind that some employees will be happy to stay in close contact and will not mind frequent contact whereas others will prefer to keep such contact to an absolute minimum.~~

The contact can be made in any way that suits either both parties. For example, it could be by telephone, email, ~~letter,~~ or could involve you visiting the office or arranging to meet your manager off site.

Managers should note that they must, in any event, keep you informed of information relating to your job that you would normally be made aware of when you were working e.g. restructures, ~~change of office location or~~ job vacancies.

It is also important for your manager to arrange to meet with you as soon as possible after you have returned from maternity leave and have a 'return to work' plan ready and in place for you as it is acknowledged that there can be some issues returning to the work place after a year off.

During your maternity leave you may return to work for up to 10 keeping in touch (KIT) days without bringing your maternity leave to an end or losing any benefits. During a KIT day you may undertake your normal work or, for example, attend training or briefings that have been arranged in your work area. KIT days do not extend your maternity leave period and you cannot work during the two week compulsory maternity leave period.

Arrangements for attending work on a KIT day must be agreed in advance with your manager. You may work one or more days consecutively or you may work part days but not less than one hour.

When attending work for a KIT day you will receive your normal contractual rate of pay, inclusive of any maternity payment that you receive. You are free to choose whether or not you wish to make use of all or some of the KIT days.

### **1.19. Returning to Work**

Unless there are exceptional circumstances, you are entitled to return to the job in which you were employed prior to commencing maternity leave and be on no less favourable terms and conditions of employment. Those on fixed term or temporary contracts should seek advice [to HR](#).

Unless you choose to return earlier, or have already advised that you will not be returning to work following maternity leave, it will be assumed that you will return to work at the end of the additional or extended additional maternity leave period.

However, you may return to work as soon as you wish any time after the compulsory period subject to 21 days written notice. If you wish to return to work before the end of the additional or extended additional maternity leave period you must give 21 days written notice to your line manager. Failure to give appropriate notice may result in the Authority postponing your return to work date to ensure there is appropriate notice or to delay your return until the end of the additional maternity leave period, whichever is the earlier.

If, due to sickness, whether pregnancy related or not, you are unable to attend for work at the end of the additional or extended additional maternity leave period, or any earlier date as notified by you, the Authority's normal sickness arrangements will apply, and you will be regarded as having returned to work. You are encouraged, as is your line manager, to maintain reasonable contact during your maternity leave. This will enable you to keep each other updated and for any developments affecting your return to work to be discussed.

If you declare an intention to return to work immediately following maternity leave you will receive, for 12 weeks, Occupational Maternity Pay of half a week's normal pay without deduction except by the extent to which the combined pay and SMP exceeds full pay. If you do not return to local authority employment for a continuous period of not less than 3 months immediately following maternity leave the 12 weeks OMP will be refundable to the Authority.

### **1.20. Return to work on Reduced Hours or other Flexible/New Way of Working Arrangements**

Requests to return on reduced hours following maternity leave should be made by completion of a “Flexible working and New Ways of Working” application form, available from the Executive Officer, in writing to your line manager giving as much notice as is possible. Although the right to return to work following maternity leave relates to your original terms and conditions, any request for a change in working arrangements will be carefully considered on a case by case basis. If you are considering reducing your hours you are advised-recommended to discuss-see advice on the potential implications of this in more detail, including -with HR and/ or-a-the impact on your pensions arrangements officer.

### 1.21. Probation

If you commence a period of maternity leave whilst in your probation period then your probationary period will be extended to reflect the remaining period.

### 1.22. Redundancy

If during your maternity leave period it is not practicable by reason of redundancy to continue to employ you under your existing contract of employment, and there is a suitable vacancy, you will be offered this before your existing contract comes to an end and this will take effect immediately on the ending of the existing contract. By way of KIT you will be kept up-to-date with any organisational changes by your line manager.

### 1.23. Resignation during or within three months of return from Maternity Leave

~~The Notification of Maternity Leave form has sections that relate to return to work or resignation.~~ You do not have to confirm your return to work date when you notify the Authority of the start date of your Maternity Leave ~~complete these sections~~ unless you wish to do so. ~~and the latter section should only be completed~~ if you have decided, at an early stage during your pregnancy that you do not wish to return to work, you may wish to confirm this. If you decide to resign at a later stage during your maternity leave you must confirm this in writing to your line manager, giving appropriate notice, ~~and with a copy to the Executive Officer.~~ In all cases of resignation any excess annual leave taken will need to be repaid. As described already in paragraph 1.19, it may also prove necessary to repay some of the occupational maternity pay (not Statutory maternity pay) paid to date.

#### **1.24. Failure to Return to Work**

If you fail to return to work following your maternity leave, and your absence is not authorised, your absence may be treated as unauthorised and appropriate action may commence under the Authority's [Code of Practice on Absence Management code](#).

#### **1.25. Continuous Service**

[Ordinary maternity leave and additional maternity leave shall be regarded as continuous service for the purposes of the National Joint Council's sickness and maternity schemes and annual leave. Annual leave continues to accrue during both ordinary and additional maternity leave.](#) ~~[Paid maternity leave and authorised unpaid maternity leave is regarded as continuous service for the purposes of the National Authority's Sickness Scheme and annual leave.](#)~~

#### **1.26. Pension**

If you are contributing to the Local Government Pension Scheme you are required to pay pension contributions on all payments made to you during your maternity leave. Once no payments are made to you, you have the option whether to pay the remaining contributions for your unpaid maternity related absence.

You may elect to do so either, within the first 30 days of the beginning of unpaid maternity leave or within 30 days after the end of your maternity leave. The amount you will pay is based on the rate of pay you were receiving immediately before the period of unpaid absence. If you decide to pay the contributions you should write to the Executive Officer, notifying your decision.

Please note that if you decide not to pay contributions, where you have the option not to pay, then this period will not count for the purposes of calculating your pension benefits.

#### **1.27. Car Allowances**

The Executive Officer will inform payroll of the date you start and return from your maternity leave. If you are in receipt of an essential car user allowance you will continue to receive this in full for 26 weeks from the beginning of your maternity leave.

### 1.28. Authority Equipment

You ~~may wish to~~ will be required to return any Authority equipment, (e.g. mobile phone, lap top computer ~~or Blackberry~~) to your manager at the commencement of your maternity leave period.

### 1.29. First Aid Allowance

First aid allowance is regarded as part of your normal salary and hence will be included in any maternity pay you receive.

### 1.30. Annual Season Ticket Loans

You may want to surrender your annual season ticket/ travelcard/ oystercard at the commencement of your maternity leave ~~but, which can be handed in at the ticket office of the station at which you bought it. The ticket office will in turn arrange for a proportion of the cost to be reimbursed to the Authority.~~ dDeductions will continue ~~from your salary until reimbursement has taken place. The balance remaining following reimbursement will~~to be recouped from your salary in the normal way or invoiced to you if you are not in receipt of pay.

~~If you do not surrender your season ticket and as a result of being on maternity leave you are not in receipt of pay, you will be required to make alternative arrangements to cover the monthly payment of the outstanding amount.~~

### ~~1. Car Loans~~

~~Car loan repayments are made by standing order to your bank account and hence will continue during any period of paid or unpaid maternity leave. However, if you wish for to stop for a temporary period until your return to work you should make a request to payroll if you do not return to work you will be invoiced for any outstanding amounts as specified in the car loan documentation.~~

## 2. Paternity Leave and Pay

This section is for expectant fathers, or an expectant mother's husband/civil partner or partner, or the expectant mother's nominated carer, and relates to paid time off for the purpose of caring for the new born baby or supporting the expectant mother at or around the time of childbirth

### 2.1. Paternity Leave & Pay – (Childbirth)

As an Authority employee you will be eligible for paternity leave of either one week's leave or two consecutive weeks' leave with pay (one week's normal pay for the first week, and statutory paternity pay for the second week) for the purpose of caring for the new born baby or supporting the expectant mother at or around the time of childbirth if you fulfil the following conditions –

- a) you have been in continuous Authority employment for a period of not less than 26 weeks ending with the week immediately preceding the 15<sup>4</sup>th week before the expected week of the child's birth and have had average weekly earnings of not less than the lower earnings limit for the payment of National Insurance Contributions; and
- b) you are either the baby's father, who has or expects to have responsibility for bringing up the child; or
- c) you are the husband/civil partner or partner, who has or expects to have the main responsibility (apart from the expectant mother's responsibility) for the upbringing of the child.
- d) the expectant mother's nominated carer who has or expects to have the main responsibility (apart from the expectant mother's responsibility) for the upbringing of the child.

If you wish to apply for paternity leave you must do so 28 days before the date you wish the leave to commence, or if not reasonably practicable to do so, as soon as is reasonably practicable. You should make your request by contacting the Executive Officer and you should provide details of the EWC (a copy of the expectant mother's MAT B1 should be attached), the length of the period of leave required, and the date the period of paternity leave should commence. The declaration on Form SC3PF will need to be completed and signed by both you and the expectant mother to confirm that the qualifying conditions have been met. Paternity leave

must be taken during the period of 56 days immediately following childbirth or the first day of the EWC, whichever is the later. The date of commencement of paternity leave may be varied by you by giving 28 days written notice. If this is not reasonably practicable, then notification should be made as soon as is reasonably practicable. You must, as soon as is reasonably practicable after the child's birth, advise of the date on which the child was born.

If you chose to commence your period of paternity support leave on the date on which the child was born and you were at work on that day, your period of leave will begin on the day following that date.

## **2.2. Ante Natal Care**

You are also entitled to take time off work to attend 2 antenatal appointments. As an Authority employee, this time off will be paid. You must let your line manager know in advance of any ante-natal appointment and show the appointment card, or email confirming a booking, as soon as you have it. Where possible appointments should be made with service needs in mind, for example at the beginning or end of the day or at a time when your absence will cause least disruption.

## **2.3. Maternity Support Leave**

If you are the expectant father, or the husband/civil partner or partner of the expectant mother but do not have enough service to qualify for paternity leave, or if you are the expectant mother's nominated carer, you may be eligible for maternity support leave of one week with normal pay for the purpose of caring for the new born baby or the expectant mother at or around the time of birth.

If you wish to apply for maternity support leave you must do so 28 days before the date you wish the leave to commence, or if not reasonably practicable to do so, as soon as is reasonably practicable. You should make your request by writing to the Authority's Executive Officer and you should provide a copy of the EWC (a copy of the expectant mother's MAT B1 should be attached), the length of the period of leave required, and the date the period of maternity leave should commence.

If you are the nominated carer and not the father or civil partner or partner, you will need to demonstrate that you will be the primary provider at or around the time of birth. You will also need to demonstrate that the granting of maternity support leave will address problems or commitments outside work which are likely to have a bearing on your well-being and work performance.

Only one period of paternity or maternity support leave may be taken in the case of childbirth or multiple births.

#### **2.4. Annual Leave**

Annual leave will accrue, at the normal rate, during the paternity and maternity support leave period.

#### **2.5. Bank Holidays**

Bank holidays will accrue as they fall during the paternity and maternity support leave period, with a substitute day's leave being provided on your return to work.

#### **2.6. Pension**

If you are contributing to the Local Government Pension Scheme you are required to pay pension contributions on all the payments made to you during your paternity/maternity support leave.

#### **2.7. Additional Statutory Paternity Pay/Leave**

You may be entitled to Additional Statutory Paternity Pay/Leave (ASPP/APL) Additional Paternity Leave is for a maximum of 26 weeks and cannot start before the mother of the child has returned to work and stopped receiving SMP. If the mother takes annual leave or is sick during the maternity period, this does not count as a return to work. If your partner has returned to work, the leave can be taken between 20 weeks and one year after your child's birth. and must be taken in complete continuous weeks. You may be entitled to receive Additional Statutory Paternity Pay during your partner's Statutory Maternity Pay, Maternity Allowance or Adoption Pay period. This is payable during the 39 consecutive weeks in which SMP would have been payable if the mother had not returned to work, with at least two weeks of the payment period remaining. You should make your request for ASPP/APL by contacting the Executive Officer.

### 3. Adoption Leave and Pay

This section of the guidance document is for employees who are either adopting a child or are fostering a child permanently and becoming the legal guardian. It includes information on entitlements to paid and unpaid leave.

If you are in a couple, only one of you will be entitled to receive adoption leave and pay. The other partner may be eligible for paternity leave instead. You may wish to look at the Paternity Leave/Pay and Shared Parental Leave/Pay sections of this guidance.

#### 3.1. Adoption Leave

You are entitled to take up to 52 weeks Statutory Adoption Leave. The first 26 weeks is known as 'Ordinary Adoption Leave', the last 26 weeks as 'Additional Adoption Leave'.

You can start your leave:

- on the date the child starts living with you or up to 14 days before the expected placement date (UK adoptions)
- when you have been matched with a child to be placed with you by a UK adoption agency
- when the child arrives in the UK or within 28 days of this date (overseas adoptions)

You have the right to adoption leave from the first day of your employment.

##### 3.1.1. Eligibility for adoption leave

To be eligible for adoption leave, you must i) inform the Authority, providing the correct notice period and ii) provide proof that you're adopting or fostering to adopt a child.

Please note you will not be entitled to take adoption leave for a private adoption, for example, if you're adopting or fostering to adopt a relative.

##### 3.1.2. Notifying the Authority

You must contact your line manager within 7 days of either being matched with a child, your adoption placement being confirmed (if you are fostering a child permanently and becoming their legal parent (fostering to adopt), informing them,

in writing, of the date the child will be placed with you and the date you wish your adoption leave to start. You may wish to inform your manager at an earlier stage.

If you are not in a position to inform your line manager within 7 days, you must tell them as soon as you can.

You will also be required to provide proof of the adoption. You must provide your line manager with the following information:

- the name and address of the adoption agency
- the date you were matched with the child
- the date of placement - for example a letter from the agency
- the relevant UK authority's 'official notification' confirming you're allowed to adopt (overseas adoptions only)
- the date the child arrived in the UK - for example a plane ticket (overseas adoptions only)

You will then receive a letter within 28 days confirming the date your adoption leave will run to.

3.1.3. If you adopt or foster to adopt 2 or more children

If you adopt or foster to adopt 2 or more children on the same placement, you will be entitled to one period of adoption leave.

If it is a separate placement, you are entitled to a second period of adoption leave. Your adoption leave restarts when the second placement begins.

3.1.4. If the child's placement ends during adoption leave

Your adoption leave will end 8 weeks after the placement ended if:

- you've started your adoption leave and the agency tells you the placement cannot happen
- the child dies during adoption leave
- the child is returned to the adoption agency

## **3.2. Adoption Pay**

### **3.2.1 Eligibility for adoption pay**

Entitlement to adoption pay from the Authority depends on length of continuous service in relation to your expected week of placement of a child. As with Maternity Pay, you will be required to have been employed by the Authority for 26 weeks continuously.

If you are entitled to receive adoption pay from the Authority, it will be paid from the date you start your adoption leave.

To receive Statutory Adoption Pay, you must also be continuously employed by your one employer for at least 26 weeks. If you're not eligible for Statutory Adoption Pay or Adoption Pay from the Authority due to length of service, you will still be entitled to adoption leave without pay.

## **3.3. Time off for Appointments**

You are entitled to time off with pay for five adoption appointments after you have been matched with a child. You must let your line manager know in advance of any such appointments and show the appointment card or letter, or email confirming a booking, as soon as you have it. Where possible appointments should be made with service needs in mind, for example at the beginning or end of the day or at a time when your absence will cause least disruption.

## **3.4. Changing the date you start your Adoption leave**

If you wish to delay starting your adoption leave, you must tell your line manager at least 28 days before the date your leave is currently due to start.

If you wish start your adoption leave earlier than planned, you must tell your line manager at least 28 days before the date you want to change it to.

## **3.5. Contact during Adoption Leave and Keeping In Touch (KIT) Days**

Apart from 'Keeping in Touch Days' (KIT), which are covered below, during adoption leave your manager may make contact with you and in the same way you may make contact with your manager. The frequency and nature of the contact will depend on a number of factors such as the nature of the work and your post, and any

agreement on contact should be made in a meeting that takes place before the adoption leave began.

This might include agreement on the way in which contact will happen, how often, and who will initiate the contact. It might also cover the reasons for making contact and the types of things that may be discussed.

The contact can be made in any way that suits either both parties. For example, it could be by telephone, email, or could involve you visiting the office or arranging to meet your manager off site.

Managers should note that they must keep you informed of information relating to your job that you would normally be made aware of when you were working e.g. restructures, job vacancies.

It is also important for your manager to arrange to meet with you as soon as possible after you have returned from adoption leave and have a 'return to work' plan ready and in place for you as it is acknowledged that there can be some issues returning to the work place after a year off.

During your adoption leave you may return to work for up to 10 keeping in touch (KIT) days without bringing your adoption leave to an end or losing any benefits. During a KIT day you may undertake your normal work or, for example, attend training or briefings that have been arranged in your work area. KIT days do not extend your adoption leave period and you cannot work during the two week compulsory adoption leave period.

Arrangements for attending work on a KIT day must be agreed in advance with your manager. You may work one or more days consecutively or you may work part days but not less than one hour.

When attending work for a KIT day you will receive your normal contractual rate of pay, inclusive of any adoption payment that you receive. You are free to choose whether or not you wish to make use of all or some of the KIT days.

### **3.6. Returning to Work**

#### 3.6.1. Notifying the Authority of your return date

If you have already made a decision on the date you wish to return to work, please inform your line manager before you start your adoption leave in order that the Authority can plan for your return.

3.6.2. Changing the date you return

If you wish to return to work before the date you have previously indicated you will need to provide the Authority with 8 weeks notice. The Authority may consider agreeing a return to work date with less than 8 weeks notice.

3.6.3. Application to vary contracted Working Arrangements

Requests to vary contracted working arrangements should be made by completion of a “Flexible working and New Ways of Working” application form, available from the Executive Officer. The form should be returned to your line manager giving as much notice as is possible. Although the right to return to work following adoption leave relates to your original terms and conditions, any request for a change in working arrangements will be carefully considered on a case by case basis. If you are considering reducing your hours you are recommended to seek advice on the potential implications of this in more detail, including the impact on your pension arrangements.

3.6.4. Resignation during or within three months of return from Adoption Leave

You do not have to confirm your return to work date when you notify the Authority of the start date of your Adoption Leave unless you wish to do so. If you have decided that you do not wish to return to work, prior to start of your Adoption Leave, you may wish to confirm this. If you decide to resign during your Adoption leave you must confirm this in writing to your line manager, giving the notice required (as determined by your Contract of Employment). In all cases of resignation any excess annual leave taken will need to be repaid. It may also prove necessary to repay some of the occupational Adoption pay (not Statutory Adoption pay) paid to date.

3.6.5. Failure to Return to Work

If you fail to return to work following your Adoption leave, and your absence is not authorised, your absence may be treated as unauthorised and appropriate action may commence under the Authority’s Code of Practice on Absence Management.

### **3.7. Redundancy**

If during your Adoption leave period it is not practicable by reason of redundancy to continue to employ you under your existing contract of employment, and there is a suitable vacancy, you will be offered this before your existing contract comes to an end and this will take effect immediately on the ending of the existing contract. By way of KIT you will be kept up-to-date with any organisational changes by your line manager.

### **3.8. Probation**

If you commence a period of adoption leave whilst in your probation period then your probationary period will be extended to reflect the remaining period.

### **3.9. Performance Related Pay Scheme**

After you have advised your manager of your adoption leave your manager will arrange to meet with you to review and revise your performance appraisal targets, taking into account your pending adoption leave. This review can be undertaken either for an absence starting later in the current 'PrP' year, (i.e. the financial year) or, in readiness for an absence which is expected to begin after the start of the next 'PrP' year. Subsequently, as near as possible to the actual date that you go on adoption leave, another meeting will take place at which your manager will assess with you your achievement of the targets. The same arrangements will apply on your return to work in relation to the remainder of that PrP year. Any PrP award payable to you will be calculated by reference to your salary pro rata'd for the period during which you were at work and including the 2 week compulsory adoption leave period.

### **3.10. Annual Leave**

Annual leave will accrue, at the normal rate during the period of Adoption leave. You will be encouraged to take the annual leave you have already accrued in the leave year prior to the commencement of your adoption leave whenever possible. Any annual leave accrued during the period of your adoption leave can, by agreement with your manager, be taken immediately following the adoption leave period or may be used to shorten the unpaid adoption leave period subject to notification requirements for adoption leave also being fulfilled. Once you have commenced annual leave in this way, this will be regarded as a return to work. If

your adoption leave goes over the end of one leave year and into the next, then all the annual leave outstanding will be carried forward.

### **3.11. Bank Holidays**

Bank holidays will accrue as they fall during the adoption leave period, with a substitute day's leave being provided on your return to work.

### **3.12. Pension**

If you are contributing to the Local Government Pension Scheme you are required to pay pension contributions on all payments made to you during your adoption leave. Once no payments are made to you, you have the option whether to pay the remaining contributions for your unpaid adoption related absence.

You may elect to do so either, within the first 30 days of the beginning of unpaid adoption leave or within 30 days after the end of your adoption leave. The amount you will pay is based on the rate of pay you were receiving immediately before the period of unpaid absence. If you decide to pay the contributions you should write to the Executive Officer, notifying your decision.

Please note that if you decide not to pay contributions, where you have the option not to pay, then this period will not count for the purposes of calculating your pension benefits.

### **3.13. Car Allowances**

The Executive Officer will inform payroll of the date you start and return from your adoption leave. If you are in receipt of an essential car user allowance you will continue to receive this in full for 26 weeks from the beginning of your adoption leave.

### **3.14. Authority Equipment**

You will be required to return any Authority equipment, (e.g. mobile phone, lap top computer ) to your manager at the commencement of your adoption leave period.

**3.15. First Aid Allowance**

If you are in receipt of First aid allowance, it will be regarded as part of your normal salary and hence will be included in any adoption pay you receive.

**3.16. Annual Season Ticket Loans**

You may want to surrender your annual season ticket/ travelcard/ oystercard at the commencement of your adoption leave but deductions will continue to be recouped from your salary in the normal way or invoiced to you if you are not in receipt of pay.

## 4. Shared Parental Leave (SPL)

Shared Parental Leave provides employees with more flexibility in considering how to best care for, and bond with, their child.

### 4.1. Scope

All eligible employees have a statutory right to take Shared Parental Leave. In addition, subject to meeting specific eligibility criteria, there may be an entitlement to some Shared Parental Pay. This section applies to all Authority employees and sets out the statutory rights and responsibilities of employees who wish to take statutory Shared Parental Leave (SPL) and statutory Shared Parental Pay (ShPP).

### 4.2. Eligibility for Shared Parental Leave

SPL can **only** be used by two people:

- The mother/adopter **and**
- One of the following:
  - the father of the child (in the case of birth) **or**
  - the spouse, civil partner or partner of the child's mother/adopter.

Both parents must share the main responsibility for the care of the child at the time of the birth or in the case of adoption the time of the placement.

The parent who is to take SPL must:

- have worked for the Authority for at least 26 weeks by the end of the 15th week before their baby is due or their adoption match date
- still be working for the Authority at the start of each block of leave they take

It is the employee's responsibility to correctly notify the Authority of their entitlement and to provide evidence of eligibility.

### 4.3. Shared Parental Leave Entitlement

Eligible employees may be entitled to take up to 50 weeks SPL during the child's first year in their family. The number of weeks available will depend on how much maternity/adoption leave has been taken (entitlement being up to 52 weeks' leave).

If the mother/adopter reduces their maternity/adoption leave entitlement then they and/or their partner may opt-in to the SPL system and take any remaining weeks as SPL.

It will be the same amount of SPL even if the parents have more than one baby i.e twins or there is more than one child in the same adoption placement.

A mother/adopter may reduce their entitlement to maternity/adoption leave in two ways either by:

- Returning to work before the full entitlement of 52 weeks has been taken,
- or
- By giving notice to end their leave at a specified future date.

### 4.4. How can Shared Parental Leave be used?

SPL can be used in a variety of ways i.e.

- the birth parent or primary adopter returns to work early from maternity or adoption leave and takes SPL at a later date (legally required 2 weeks maternity/adoption leave must be taken)
- the birth parent or primary adopter returns to work and their partner takes SPL
- both parents are off at the same time
- the parents share SPL evenly and are off at different times
- The father/partner/spouse can take SPL immediately following the birth/placement of the child. The father/partner cannot take paternity leave or pay once they have taken any SPL or ShPP.

SPL must end no later than one year after the birth/placement of the child. Any SPL not taken by the first birthday or first anniversary of placement of adoption will be lost.

#### **4.5. Giving notice of entitlement to Shared Parental Leave (SPL)**

If you wish to take SPL, you should provide your line manager with the following information:

- how much maternity or adoption entitlement has been used
- how much leave and pay is left over from the maternity or adoption entitlement
- how much leave you and the other parent wish to take
- when you wish to take this leave
- the signature of both parents

You must also provide a declaration from the other parent that confirms at the time of the birth or adoption placement they:

- share responsibility for the care of the child
- meet the employment and earnings test
- agree to the amount of SPL and ShPP given to you

When the line manager receives the required information they should confirm that it has been received the notice.

#### **4.6. Booking Shared Parental Leave**

You may notify the Authority of your intention to take or request SPL in two ways; either as a “Continuous Leave notification” or a “Discontinuous Leave Notification”.

##### ➤ **Continuous leave notifications**

You have the statutory right to take a continuous block of unbroken Leave (allowing up to 3 blocks of SPL), so long as it does not exceed the total number of weeks of SPL available to you and you have given your line manager eight weeks’ notice.

All requests for continuous will be granted.

##### ➤ **Discontinuous leave notifications**

You may also provide a single notification which may contain a request for two or more periods of discontinuous leave, (i.e. a set number of weeks of leave over a period of time, with breaks between the leave where you wish to return to work).

If your line manager has concerns about how this can be accommodated they will discuss this with you with the aim of finding a mutually agreed arrangement. The manager will consider your request for discontinuous leave but will balance this against the needs of the service. The Authority does have the right to refuse it.

Before refusing any notification request the Line Manager should seek advice from Human Resources.

If the leave pattern is refused, you can take the leave in a single continuous block.

#### **4.7. Changing the dated of booked leave**

You can amend the dates of booked leave up to 3 times but you must provide 8 weeks notice to your line manager.

#### **4.8. Statutory Shared Parental Pay (ShPP)**

Employees can claim statutory Shared Parental Pay (ShPP) for any remaining weeks after the birth parent or primary adopter stops their maternity pay, adoption pay or maternity allowance.

In addition to meeting the eligibility requirements for SPL, an employee seeking to claim ShPP must further satisfy each of the following criteria:

- The mother/adopter must be/have been entitled to statutory maternity/adoption pay or maternity allowance and must have reduced their maternity/adoption pay period or maternity allowance period;
- The employee must intend to care for the child during the week in which ShPP is payable;
- The employee must have an average weekly earnings for the period of eight weeks leading up to and including the 15<sup>th</sup> week before the child's expected due date/matching date are not less than the lower earnings limit in force for national insurance contributions;
- The employee must remain in continuous employment until the first week of ShPP has begun;
- The employee must give proper notification in accordance with the rules set out below.

#### 4.9. Giving notice of entitlement to Shared Parental Pay (ShPP)

If you are entitled to receive ShPP you must, at least eight weeks before receiving any ShPP, give your line manager written notice advising of your entitlement to ShPP. To avoid duplication, if possible, this should be included when you notify of your entitlement to take SPL.

In addition to what must be included in the notice of entitlement to take SPL, any notice that advises of an entitlement for ShPP must include:

- The start and end dates of any maternity/adoption pay or maternity allowance;
- The total amount of ShPP available, the amount of ShPP you and your partner each intend to claim, and a non-binding indication of when you expect to claim ShPP;
- A signed declaration from you confirming that the information that you have provided is correct, that they meet, or will meet, the criteria for ShPP and that you will immediately inform the Authority should you cease to be eligible.

It must be accompanied by a signed declaration from your partner confirming:

- Their agreement to you claiming ShPP and for the Authority to process any ShPP payments to you;
- In the case whether the partner is the mother/ adopter, that they have reduced their maternity/adoption pay or maternity allowance;
- In the case whether the partner is the mother/ adopter, that they will immediately inform you should they cease to satisfy the eligibility conditions.

#### 4.10. If a Parent ceases being eligible

If you stop sharing responsibility for the child, you must tell their line manager straight away. Your entitlement to SPL or ShPP will end and you will be **required to return to work.**

#### **4.11. Fraudulent claims**

Where the Authority has been informed by the HMRC that a fraudulent claim has been made, or has other reasonable grounds for a suspicion that fraudulent information may have been provided, it may investigate the matter further in accordance with the Authority's Disciplinary Procedure.

#### **4.12. Terms and conditions during Shared Parental Leave**

During the period of SPL, your contract of employment will continue in force and you will be entitled to receive all your contractual benefits, except for salary. Contractual annual leave entitlement will continue to accrue.

Pension contributions will continue to be made during any period when an employee is receiving ShPP but not during any period of unpaid SPL.

#### **4.13. Contact during Shared Parental Leave and Keeping In Touch (KIT) days**

Contact during Shared parental leave will be in line with the contact detailed for Maternity Leave (para. 1.18 – page 11).

#### **4.14. Returning to work after Shared Parental Leave**

At the end date of any period of SPL you are expected to return on the next working day after this date, unless you notify the Authority otherwise. If you are unable to attend work due to sickness or injury, the Authority's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.

If you wish to return to work earlier than the expected return date, you must give your line manager at least eight weeks' notice of their date of early return. This will count as one of your notifications. If you have already used your three notifications to book and/or vary leave then your line manager does not have to accept the notice to return early but will endeavour to do so if it is reasonably practicable to do so.

On returning to work after SPL, you will return to the same job on the same terms and conditions of employment as if you had not been absent. If during the SPL it is not practicable by reason of redundancy to continue to employ you under your existing contract of employment, and there is a suitable

vacancy, you will be offered this before your existing contract comes to an end and this will take effect immediately on the ending of the existing contract. By way of KIT you will be kept up-to-date with any organisational changes by your line manager.

## **5. Parental Bereavement**

Authority employees who lose a child under the age of 18 or suffer a stillbirth from the 24<sup>th</sup> week of pregnancy, will be entitled to two weeks paid leave. This will be an entitlement for all staff, regardless of length of service.

The employee must be the:

- biological parent
- adoptive parent, if the child was living with them
- person who lived with the child and had responsibility for them, for at least 4 weeks before they died
- 'intended parent' – due to become the legal parent through surrogacy
- partner of the child's parent, if they live with the child and the child's parent in an enduring family relationship

The leave can be taken as a single two- week period, as two separate periods of one week, or as a single week. Parents will have 56 weeks from their child's bereavement to take the leave.

### **4.15.5.1. Giving notice to take leave**

You must firstly tell their line manager :

- when they wish their Parental Bereavement Leave to start
- whether they want to take 1 or 2 weeks leave
- the date their child died

Taking leave in the first 8 weeks

Within 8 weeks (56 days) of the death, you can start their leave as soon as you give notice. This can be on the first day of leave as long it's before they're due to start work. For example, if they've started work and give notice to start their leave straight away, Statutory Parental Bereavement Leave must start the following day.

You can also cancel the leave, as long as you tell their line manager before your leave starts. This can be on the day their leave is due to start, as long it's before they're usually due to start work. Any cancelled leave can be taken later by giving notice again.

#### Taking leave after the first 8 weeks

If you wish to take the leave more than 8 weeks (56 days) after the death, you should give your line manager at 1 week's notice to take the leave or cancel the leave. Any cancelled leave can be taken later by giving notice again.

#### **4.16.5.2. Claiming Statutory Parental Bereavement Pay**

To receive Statutory Parental Bereavement Pay, the employee must confirm in writing:

- their name
- their entitlement to Statutory Parental Bereavement Pay
- the start and end dates of the leave they want to claim the pay for
- the date of their child's death
- their relationship with the child

Notice must be given within 28 days of starting leave. If someone takes the 2 weeks off separately, they must give notice in writing for each week.

Employees can give notice for their leave and pay in one document.



# **Code of Practice on the Misuse of Alcohol and Drugs**

**26<sup>th</sup> January 2021**

## Index

## Page No

|     |  |    |
|-----|--|----|
| 1.  | <a href="#">Aims</a>   | 3  |
| 2.  | <a href="#">Scope</a>  | 3  |
| 3.  | <a href="#">Confidentiality</a>  | 3  |
| 4.  | <a href="#">Definitions</a>  | 4  |
|     | <a href="#">Substance Misuse</a>   | 4  |
|     | <a href="#">Drug</a>   | 4  |
|     | <a href="#">Controlled Substance</a>   | 4  |
|     | <a href="#">Prescribed Medication</a>  | 4  |
|     | <a href="#">Over the Counter Medication</a>  | 4  |
| 5.  | <a href="#">Principles</a>   | 4  |
| 6.  | <a href="#">Roles and Responsibilities</a>   | 5  |
|     | <a href="#">Employees</a>  | 5  |
|     | <a href="#">Managers</a>   | 6  |
|     | <a href="#">Occupational Health Service</a>  | 6  |
| 7.  | <a href="#">Conduct when Alcohol is Available at Authority Related Events</a>                      | 6  |
| 8.  | <a href="#">Dealing with an Employee who Appears to be Under the Influence of Alcohol or Drugs</a> | 7  |
| 9.  | <a href="#">Dealing with an Employee who Appears to have an Alcohol or Drug Related Problem</a>    | 7  |
| 10. | <a href="#">Dealing with Disciplinary Situations</a>   | 8  |
|     | <a href="#">If the Employee Refuses Help</a>   | 8  |
|     | <a href="#">If the Employee Accepts Help</a>   | 8  |
|     | <a href="#">Recommencing of Disciplinary Action</a>  | 10 |
| 11. | <a href="#">Legal Requirements</a>   | 10 |
| 12. | <a href="#">Other Requirements</a>   | 11 |

13 [Compliance](#)

11-9

## 1. Aims

This Code sets out the Authority's position with regard to the use and misuse of alcohol and drugs within the workplace and the approach it will take when it affects staff performance, wellbeing and/or behaviour at work. It covers the courses of action which could be taken in one-off situations of staff being under the influence of alcohol or drugs whilst at work, as well as the action to be taken when a member of staff has an underlying alcohol or drug related problem.

The aims are:

- to provide a healthy and safe working environment for all employees, contractors and ~~visitors and clients~~.
- to help those with an alcohol or drug problem to be restored to health quickly to the benefit of themselves, their colleagues and the Authority, and to return to an acceptable pattern of working.
- to provide a consistent method of managing staff in line with the disciplinary and absence management procedures as appropriate.

## 2. Scope

This Code applies to all employees of the Authority. The procedures set out in this code apply only to direct employees of the Authority. The Authority may decide on alternative procedures to deal with alcohol and drug misuse where other appointed officers of the Authority are involved, in line with lead borough arrangements where appropriate. The same disciplinary standards apply to all employees and appointed officers.

## 3. Confidentiality

Any individual involved with this Code is expected to maintain confidentiality at all stages, except as required or permitted by the Code.

Any individual who knowingly breaches the standards of confidentiality expected by the Authority may be subject to disciplinary action.

## 4. Definitions

### Substance Misuse

Drinking alcohol, taking drugs or a controlled substance, either intermittently or continuously which interferes with an individual's health, work capabilities or conduct, which could have a detrimental effect on their work performance and/or safety of themselves and others.

### Drug

Includes any substance (other than alcohol) that produces physical, mental, emotional or behavioural change in the user, the sale, possession or consumption of which is illegal. This term includes prescription drugs where such prescription drugs have not been prescribed for the person possessing or using such drugs and/or such prescription drugs that are not taken in accordance with a physician's direction.

### Controlled Substance

Includes all chemical substances or drugs listed in any controlled substances acts or regulations applicable under UK law.

### Prescribed Medication

Medication that is available only to the person with written instructions from a doctor or dentist to a pharmacist.

### Over the Counter Medication

Medication that may be purchased directly from a pharmacist without a doctor's prescription.

## 5. Principles

- 5.1. The Authority recognises that addiction to alcohol or drugs may in some cases be considered a medical condition and should be treated as such. Staff who may have a problem will be encouraged to seek help and treatment voluntarily and at an early stage.
- 5.2. Medical advice, treatment and monitoring will be offered by the Occupational Health Service in the strictest confidence and with the

informed consent of the employee. Details of a confidential nature will only be discussed with the employee's own doctor, other medical specialist, or manager with the prior agreement of the individual.

- 5.3 The employee will also be reminded that they have access to a free, confidential, advice and support service that is independent from WRWA. The service can be accessed at any time (24 hours a day, 7 days a week) by contacting:

FREEPHONE: 0800 243 458

E-MAIL: [assistance@workplaceoptions.com](mailto:assistance@workplaceoptions.com)

WEBSITE: [www.workplaceoptions.com](http://www.workplaceoptions.com)

- 5.3. Whilst alcohol or drug abuse does not excuse poor work performance or misconduct it may be treated as a mitigating factor, and disciplinary procedures may be suspended whilst the opportunity is taken to identify potential alcohol or drug-related problems and, if necessary, to seek treatment.
- 5.4. Employees must be free from the effects of alcohol, drugs or any other substances. Employees are responsible for ensuring that they never report for work with a blood alcohol level exceeding the current UK limit for safe driving.

## 6. Roles and Responsibilities

### 6.1 Employees are responsible for:

- Taking reasonable care of themselves and colleagues.
- Being fit for work when conducting duties on behalf of the Authority and notifying management immediately if use of any substance may cause any impairment of work performance.
- Not bringing to or using alcohol or drugs on Authority premises for personal use on the premises.
- Seeking professional help if they have an alcohol or drug misuse problem.
- Undertaking and completing a substance abuse rehabilitation programme as recommended by a medical professional.
- Reporting to management if they suspect that another employee in the workplace is under the influence of alcohol or drugs.

- Notifying their management if they are taking medication that could affect their ability to work safely.

## **6.2 Managers are responsible for ensuring that:**

- The Alcohol and Drugs Code is available to all employees.
- Risk assessments are carried out for work under their control.
- Discussions are held with employees as soon as possible if behaviour, performance or absence indicates a problem with alcohol or drugs misuse.
- Referrals are made to Occupational Health Service of any employees who declare, or who they suspect, may have an alcohol or drug abuse problem.
- Employees are referred to Occupational Health Service for advice on health and safety at work if they are taking medication that could affect their ability to work safely.
- Details about the Employee Assistance Programme are given.
- Support is provided, including unpaid time off work, for employees who undertake a treatment programme.
- Any employees who they suspect are under the influence of any alcohol or drugs are removed from the workplace and initially placed on unpaid leave until an appropriate course of action is ascertained.
- Absence related to alcohol or drug abuse is recorded in accordance with [the Absence Management or Disciplinary Code whichever is appropriate](#)~~attendance reporting procedures~~.

## **6.3 Occupational Health Service has a responsibility to:**

- Provide education to employees on the harmful effects associated with alcohol/substance abuse and their effects on health and safety.
- Provide managers with advice on the early detection, recognition and management of employees with substance addiction.
- Provide confidential health advice and facilitate referral for treatment.
- Monitor progress and provide support to employees.
- Advise managers on an employee's ability to perform their duties.

## **7. Conduct when alcohol is available at Authority related events**

It is recognised that alcohol may be available at some Authority related events (whether held on the premises or not), such as receptions and functions. However, employees should always show restraint when consuming alcohol and must be fit for work when undertaking their duties as they are always expected to maintain and be responsible for their own standards of behaviour, with the emphasis on avoiding any actions that could lead to a complaint of misconduct or harm the reputation of the Authority. Should such complaints arise they will be fully investigated and may lead to disciplinary action being taken. Non-alcoholic drink should be available as an alternative to alcoholic ones. Employees are expected to present themselves as fit to work and comply with the Authority's Employee Code of Conduct.

#### **8. Dealing with an employee who appears to be under the influence of alcohol or drugs**

The Health and Safety Executive guidance states that if you knowingly allow an employee under the influence of excess alcohol to continue working and this places the employee or others at risk, you could be prosecuted. Therefore, where suspected consumption of drugs or alcohol is judged to affect work performance or conduct, management will need to take immediate action such as sending the member of staff home. Consideration should be given to their ability to return home safely. The matter should be investigated as soon as possible and the member of staff should initially be placed on unpaid leave until an appropriate course of action is ascertained. In some circumstances following investigation it may be appropriate to take disciplinary action.

#### **9. Dealing with an employee who appears to have an alcohol or drug related problem**

Employees who are identified as possibly experiencing alcohol/drug related problems, whether by observation, poor performance or conduct or by their own admission will be given the following assistance:

- Initial discussion to examine the possible causes of deterioration in work performance or conduct. This will normally be carried out by the Line Manager, who may be accompanied by a member of Human Resources (LB) and the member of staff may be accompanied by a workplace colleague or Trade Union representative if they so wish.
- The offer of help, advice and referral for treatment/support/monitoring through the Occupational Health Service, on the clear understanding that the

employee wishes to receive such assistance and gives their informed consent. Confidentiality will be ensured at all times.

- Any necessary time off will be granted for treatment/support in accordance with [the Absence Management Code](#)~~normal sickness leave~~.
- Staff will return, as far as possible, to their normal duties during and after treatment, depending on their ability to perform those duties or on the consequent risk of relapse after a return to those duties. Careful consideration will be given to safety critical jobs. If a return to normal duties is not considered to be appropriate, every effort will be made to redeploy the member of staff and, where this is not practicable, staff may be dismissed from the Authority's employment. Each case will be treated on its merits and decisions will be made only after the fullest advice is sought.

## 10. Dealing with disciplinary situations

If a possible alcohol/drug related problem comes to light through behaviour which could result in disciplinary action, the above procedures will still apply.

- **If the employee refuses help**

If the employee refuses the offer of help, such a refusal will not, in itself, be a matter for disciplinary action. However, staff refusing to undertake treatment, when appropriate, will be advised that unacceptable performance or behaviour will be dealt with in accordance with normal disciplinary procedures.

- **If the employee accepts help**

If a problem comes to light through performance/behaviour which is subject to disciplinary action and the employee chooses to accept referral for assessment and possible treatment, the Authority may suspend disciplinary action for the time being dependent on the employee:

- i) complying with the referral and attending the Occupational Health Service for assessment of the problem;
- ii) co-operating with any programme of support/treatment which will help ~~the employee him/her~~ to overcome the problem;
- iii) agreeing to the treatment agency and liaising with the Occupational Health Service with regard to the level of attendance for and co-operation with treatment;

- iv) improving work performance/behaviour to an acceptable level within a time scale agreed to by the employee and management.

### • Recommencing of disciplinary Action

The suspension of disciplinary action will be kept under review and, should it be appropriate to recommence such actions, the manager should do so. It would be more appropriate to do this if the offence is alleged gross misconduct.

- Where an employee, who agrees to accept treatment, subsequently fails to achieve a satisfactory level of performance/behaviour or relapses, the suspension of action may be revoked and he/she may be subject to disciplinary action in the usual way. Exceptionally, it may be considered appropriate to offer further medical help.
- Where a member of staff referred for assessment, is subsequently shown not to have an alcohol/drug related problem, or does not comply with the above conditions, the suspension of action will be revoked and the disciplinary procedure will be followed in the usual way.
- Each case will be fully reviewed and a suitable course of action followed which may include management action or seeking advice from Occupational Health in relation to assessment for retirement on grounds of ill-health. Alcohol or drug dependency is not in itself grounds for ill health retirement, the assessment is based on the circumstances of the individual case.

All agreements entered into under this Code and its procedures will be confirmed in writing as soon as is practicable and reasonable. Members of staff have the right to be accompanied by a workplace colleague or Trade Union representative at all management meetings and will be reminded of that right at each stage.

## 11. Legal Requirements

Under the Health and Safety at Work etc Act 1974, employers have a duty to ensure, so far as is reasonably practicable, the health, safety and welfare of their employees. This would include taking appropriate provisions to ensure that persons who are known to be misusing substances do not affect the safety of themselves and others whilst at work.

The Road Traffic Act 1988 states that any person who, when driving or [in charge attempting to drive](#) of a motor vehicle on a road or other public place, is unfit to drive through drink or drugs shall be guilty of an offence. ~~An offence is also committed if a person unfit through drink or drugs is in charge of a motor vehicle in the same circumstances.~~

It is an offence under the Misuse of Drugs Act 1971 for any person knowingly to permit the production, supply or use of controlled substances on their premises except in specified circumstances (e.g. when they have been prescribed by a doctor).

## 12. Other Requirements

This Code should be read in conjunction with the [Corporate Authority Health & Safety Policies](#).

This Code must be read and implemented in compliance with the Disciplinary and Absence Management Codes of Practice and the Authority's Employee Code of Conduct.

## 13. Compliance

Contravention of this Code may result in disciplinary action.



# **PROCEDURE FOR DEALING WITH CASES OF UNSATISFACTORY PERFORMANCE**

26<sup>th</sup> January 2021



1. This procedure is separate from the procedure for probationary period assessments (detailed in the Managing New Employees Code) and applies to those employees whose performance has proved unsatisfactory after completion of a satisfactory probationary period. This procedure is designed to ensure that where unsatisfactory staff performance is identified, the employee is treated fairly and appropriate action to seek to resolve the problem is taken at an early stage. The purpose of such a procedure is also to ensure that the employee is given an opportunity to improve performance, having had additional training or guidance, as appropriate. Dismissal shall be a final recourse, only after any possibilities of improvement of performance for redeployment have been considered. This procedure shall not apply to employees who have suffered an industrial injury or accident, or employees whose performance is affected ~~are to be redeployed~~ as a result of ill health. This procedure applies only to direct employees of the Authority. The Authority may decide on alternative procedures to deal with cases of unsatisfactory performance by other appointed officers of the Authority, in line with lead borough arrangements, where appropriate.
  
2. Where a nominated officer ~~(Principal Finance and Administration Officer, Deputy General Manager or General Manager)~~ responsible for staff supervision considers that an employee's performance is unsatisfactory for any reason, the officer /she shall arrange to interview the employee. In giving notice of the interview arrangements, the manager shall explain the reason for the meeting, and inform the employee that they/she may be accompanied at the interview by a Trade Union or other representative, and give the employee three days notice to allow time and particulars to prepare themselves/him/her.
  
- ~~2.3.~~ If the Chairman of the Authority believes the performance of the Clerk, Treasurer or General Manger to be unsatisfactory then he/she will interview the officer and if performance does not improve the matter will be referred to a sub-committee of four Authority members one from each constituent council. The Chairman and the sub-committee will act in accordance with the procedures in this code mutatis mutandis.
  
- ~~3.4.~~ At the interview, the officer shall explain to the employee the reason for the meeting and examine the circumstances of the problem and give guidance on ways in which performance is to be improved.
  
- ~~4.5.~~ The officer shall conclude this interview by explaining the action required and by which it is intended that the employee's performance will be improved and what

remedies might be appropriate, e.g. training or further guidance. The manager shall define the most important aspects for the development of the job, and settle, reasonably, measures for review of progress with the employee. The outcome of the interview will be confirmed by letter to the employee.

~~5.6.~~ A review period shall be defined and a time limit to take required action settled. A period of three months is considered to be a suitable period.

~~6.7.~~ On review, the improvement, or lack of improvement, of the employee's performance should be discussed with the employee. The reasons for any shortcomings, and the course of future action shall be stated.

~~7.8.~~ At this stage, if performance has proved satisfactory, no further reviews are required but monitoring should be considered to avoid further problems. If performance is still not satisfactory, the manager may permit another period for guidance to be given which should be concluded by a review interview. Where the manager has decided that the employee should be permitted only one further review period, this should be clearly pointed out to the employee at the interview. It should be made clear to the employee that if performance is not found to be satisfactory at the next review, the employee's case will be referred to the General Manager for ~~his/her~~ consideration, and that an ~~private~~ interview with the General Manager~~him/her~~ will then follow. This should be confirmed in writing.

~~8.9.~~ Where a manager considers that an employee's performance continues to be unsatisfactory at the end of the review period, in spite of efforts at remedial action, ~~the manager /she~~ should refer the matter with ~~their his/her~~ report detailing ~~on~~ the action taken to the General Manager.

~~9.10.~~ The General Manager should then arrange to interview the employee formally. At least five clear working days' notice should be given to the meeting, suitably explained so the employee understands what is intended and may prepare. The employee should be informed that ~~they/she~~ may be accompanied at the interview by a Trade Union or other representative.

~~10.11.~~ At the interview, the General Manager should discuss with the employee the circumstances of the employee's ~~poor~~ unsatisfactory performance and the possible options available ~~lines of a solution,~~ e.g. further training or guidance, ~~or (with appropriate guidance)~~ early retirement etc.

## Redeployment

~~11. In cases of redeployment, should a potentially suitable post be identified, the employee shall be interviewed by the General Manager. The main features of the proposed post shall be explained to the employee, who should be provided with a job description and details of pay as for a job offer, and be given reasonable opportunity to consider. If the offer is accepted the employee shall be asked to reply formally to the proposal. The General Manager shall consider the question of protecting of pay, having regard to the circumstances of the case. If it is decided to redeploy, the employee shall be entitled to appeal against the decision to the Clerk. Such appeal stating the grounds must be lodged within twelve working days of the date on which the decision was delivered to the employee.~~

### Dismissal

12. The General Manager shall only consider dismissal, once satisfied that the options of further training and guidance have been ~~having~~ fully explored, ~~the possibility of retraining and having considered whether there are any opportunities for suitable redeployment.~~ Where retraining ~~or redeployment are~~is not considered feasible or appropriate, the General Manager shall conduct a dismissal hearing, giving at least five days' notice. The decision of the General Manager will be conveyed to the employee in writing. If the decision is for dismissal, the employee shall be entitled to appeal against the General Manager to the Clerk. Such appeal will be lodged within ten working days of the date on which the decision was delivered. In the case of such an appeal the Clerk shall conduct a hearing, giving at least five days' notice. The decision of the Clerk shall be conveyed to the employee in writing. If the decision is for dismissal, the employee shall be entitled to appeal against the decision of the Clerk to the Authority's Members. Such appeal shall be lodged within ten working days of the date on which the decision was delivered to the employee and shall be heard in accordance with the appended procedure.

### Waiver of Time Limits

13. The parties may on occasions and by mutual agreement modify the time limits referred to in this procedure.

### Appeal Rights

~~14.~~The appeal rights conveyed by this code are not intended to be substitution for, or prejudicial to, an employee's right of appeal to an Industrial Tribunal on a complaint of unfair dismissal. The Authority suggests that any aggrieved employee should first use the internal appeals machinery of this procedure fully before proceeding on such a complaint.

~~15.~~14.

## UNSATISFACTORY STAFF PERFORMANCE

### Procedure for Appeal Hearings

1. Appeals should be heard within twelve working days from the day of receipt of a written notice of appeal stating the grounds of appeal. The employee shall be notified in writing of the date, time and place of hearing and provision for representation. The letter shall be sent by recorded delivery post, or delivered by hand, to the residence ~~or workplace~~ of the employee.
2. The appeal shall be heard with such advice as may be necessary as to procedure, and the requirements of employment law, with such further enquiry as may be necessary to establish the facts of the case or the grounds of appeal.
3. The General Manager shall report the circumstance of the case by written statement in the presence of the employee and the representative and may call witnesses as to the facts.
4. The employee or the representative shall then be given the opportunity to question the General Manager or any witnesses.
5. The Clerk or Members hearing the appeal shall then have the opportunity to question the General Manager or any witnesses.
6. The employee or the representative shall then put their ~~his/her~~ case in the presence of the General Manager and may call witnesses.
7. The General Manager shall then have the opportunity to question the employee and their ~~his/her~~ witnesses.
8. The Clerk or Members hearing the appeal shall then have the opportunity to question the employee and their ~~his/her~~ witnesses.
9. All parties will then withdraw, except for the officer concerned and the employee's representative, who shall be invited to remain to assist in the consideration of the management and employee relations aspects of the case, following which they shall withdraw.

10. The Clerk, or Members, (as appropriate) hearing the appeal shall then consider the case in private. If it is necessary to recall any party to answer any questions, all the parties shall be recalled. The Members shall determine their decision in all respects as they think fit on behalf of the Authority as employer.

11. All the parties shall then be recalled and informed of the decision.

12. The appeals decision shall be confirmed in writing by letter sent by recorded delivery post or by hand to the residence ~~or workplace~~ of the employee. The letter shall state the grounds on which the decision is based.

13. A hearing may be adjourned by the Members hearing the appeal to allow further evidence to be produced, or for any other purposes required by the particular circumstances.



# **PROCEDURE FOR SETTLING EMPLOYEE GRIEVANCES**

26<sup>th</sup> January 2021

**PAGE**

|   |                        |  |               |
|---|------------------------|--|---------------|
| 1 | Preamble               | 1  |               |
| 2 | Definition             | 1  |               |
| 3 | Scope of the Procedure | 1  |               |
|   | 4                      | Stage 1  | <del>21</del> |
|   | 5                      | Stage 2  | 2             |
|   | 6                      | Stage 3  | 3             |
|   | 7                      | Stage 3 Hearing                                      | 3             |
|   | 8                      | Time Limits  | 3             |
|   | 9                      | Grievances against the General Manager               | <del>43</del> |
|   | 10                     | Post Employment Grievances                           | <del>43</del> |
|   |                        | Appendix 1 - Procedure for Stage 3 Grievance Hearing | <del>54</del> |
|   |                        | Appendix 2 - Grievances of a Personal Nature         | <del>76</del> |

## 1. Preamble

1.1 The object of this procedure is to provide a formal means for hearing promptly any grievance which an employee may have arising out of his or her employment with the Authority. The procedure is not intended to replace the usual practice whereby an employee raises any grievance quickly and informally with his/her/their immediate line manager, but is available for use should that approach fail. An employee may at any stage take a matter up personally or consult with his/her/their trade union representative for advice or representation.

## 2. Definitions

2.1 For the purposes of this procedure, a grievance is defined as a complaint by an employee arising out of his or her employment with the Authority, and may include action which the Authority has taken or is contemplating taking in relation to that employee. In this code "employee" means a direct ~~and non-interim~~ employee of the Authority. ~~Any~~ grievances raised by other persons appointed by the Authority to officer posts shall be dealt with in the context of any agreements entered into by the Authority with respect to those posts.

## 3. Scope of the Procedure

3.1 The procedure applies to all employees of the Authority.

3.2 The procedure does not apply to matters which may be dealt with under the Employees' Disciplinary Code; the Absence Management Code of Practice or Staff Sickness; the Procedure for Dealing with Cases of Unsatisfactory Performance; the Managing New Employees Code Procedure for Probationary Period Assessment; unless there is a complaint under this procedure that the action being contemplated or taken under those codes or procedures would amount to unlawful discrimination, or if there is a complaint that the real reason for the action being contemplated or taken is unrelated to the reason given. In such cases, the Clerk must be consulted as to the arrangements to be put in place to deal with the requirements of both the code or procedure under which action is being contemplated or taken and this procedure.

3.3 The procedure does not apply to appeals against grading.

3.4 The procedure does not apply to collective disputes, which may be raised and dealt with in accordance with the agreed joint consultative machinery.

#### 4. Stage 1

- 4.1 Any grievance which an employee wishes to raise under this procedure shall first be discussed with ~~his/her~~their immediate line manager.
- 4.2 Where a grievance brought by an employee relates to the employee's immediate line manager, the employee shall be entitled to raise the grievance with the next more senior officer within the Authority.
- 4.3 The line manager shall reply orally as soon as possible and in any case within five working days. The employee shall be informed of any reason for delay if an immediate reply cannot be given.

#### 5. Stage 2

~~5.1.~~ If the employee continues to be aggrieved ~~they/she~~ shall submit to the immediate line manager a written request for a meeting to discuss the grievance. This shall be immediately transmitted to the General Manager. Should the Deputy General Manager be the aggrieved employee then the written request should be transmitted to the Clerk to the Authority. Should the General Manager be the aggrieved employee then the written request should be transmitted to the Members of the Authority. The employee must set out the grievance in writing with this request. ~~Forms for this purpose may be obtained from the Executive Officer and should be readily available on request.~~

~~5.2.~~5.1.

~~5.3.~~5.2. The ~~General Manager~~ chief officer shall as soon as possible, and in any case within five working days from the date of the request, call a meeting with the interested parties informing the employee that he or she may be accompanied by a trade union or other representative, and notify the Staff Side Secretary. Where an employee raises a grievance relating to the actions of another employee, then that employee may be accompanied by a representative at any hearing of that grievance.

~~5.4.~~5.3. At the meeting the ~~General Manager~~ chief officer should establish the facts of the case and the views of the interested parties. In more complex cases, it may be necessary for the ~~General Manager~~ chief officer to arrange for an investigation to be undertaken and ~~so they he or she~~ will adjourn the hearing pending its completion.

~~5.5.5.4.~~ Having established the facts and the views of the interested parties, the General Manager ~~chief officer~~ will decide as to the reasonableness of any action taken, explore what would settle the grievance, and reach a decision on the grievance and as to any future action.

~~5.6.5.5.~~ As soon as possible after this meeting, and in any case within five working days, the chief officer shall notify the decision to the employee in writing and notify the employee of the right to appeal against that decision if the employee is not satisfied with it.

## 6. Stage 3

6.1. If the employee continues to be aggrieved in respect of ~~his/her~~their original complaint, the grievance may thereafter be referred for a Stage 3 hearing by request of the employee within ten calendar days from the date the General Manager~~chief officer~~'s decision was delivered to the employee. In exceptional circumstances, this time limit may be extended upon request to the Clerk stating the reason. The Stage 3 hearing shall be called within twenty working days of the request being made. The employee shall be notified in writing, giving at least five clear working days' notice, of the date, time and place of hearing and provision for representation. ~~The Staff Side Secretary shall be notified.~~ The letter shall be sent by recorded delivery post or by hand to the residence ~~or workplace~~ of the employee.

## 7. Stage 3 Hearing

7.1. Grievances referred by the employee for a Stage 3 hearing shall be heard and determined by the Clerk to the Authority (in the case of the aggrieved employee being the General Manager, the grievance should be heard and determined by the Members of the Authority). The General Manager~~chief officer~~, the employee, and where appropriate, the employee's representative shall be present during the hearing before withdrawing, if necessary, to enable the Clerk (or Members) to reach a decision on the grievance and on such further action as appropriate on behalf of the Authority, as employer. (The hearing procedure is set out in Appendix 1).

7.2. The decision of the Clerk (or Members) on the grievance shall be final, except where an important issue of principle arises which may be referred to the appropriate joint consultative machinery.

## 8. Time Limits

8.1. The periods given for the completion of stages of the procedure are provided to ensure prompt decisions in the interests of both the Authority and the

individual. Where it is considered by an employee that an exemption may be warranted, an application for the extension of any prescribed period together with the reasons shall be made immediately to the Clerk who will undertake the necessary consultations and convey the Authority's decision upon the application. Alternatively it may be considered necessary for the Authority to extend a time limit. In such a case the Clerk will consult with the employee and any representative concerned as appropriate. The Clerk's decision on any extension shall be final.

**9. Grievances of a sensitive and personal nature.**

9.1. If the grievance is of a sensitive and personal nature and concerns the personal actions of the General Manager, the grievance shall be governed by the procedure set out in Appendix 2.

**10. Post Employment Grievances**

10.1. Separate arrangements will apply to the consideration of grievances which are lodged after employment has ended. Any such grievances should be addressed to the Clerk, Western Riverside Waste Authority, [c/o Western Riverside Administration Office, Smugglers Way, SW18 1JSTown Hall, Wandsworth SW18 2PU](#), and the former employee must set out in writing the grievance and the basis for it. In these cases, the Clerk will agree the appropriate arrangements for considering the complaint, and respond to the complainant concerning these arrangements within five working days of receipt of the complaint. Where the grievance is lodged before the employee's last day of service but the procedure has not been started or completed before employment has ended, the General Manager will consult the Clerk as to the arrangements to be used.

## Appendix 1

**Procedure for Stage 3 grievance hearing**

1. A hearing shall be called within twenty working days from the date of receipt of a request from the employee. The employee shall be notified in writing, giving at least five clear working days' notice of the date, time and place of hearing and provision for representation. The letter shall be sent by recorded delivery post or by hand to the residence ~~or workplace~~ of the employee.
2. The grievance shall be heard with a personnel advisor appointed by the Clerk for this purpose (and any other advisory officers deemed appropriate) present to give the Clerk such advice as may be necessary as to procedure, the requirements of employment law, conditions of service and codes of practice.
3. All present shall have before them a written statement prepared by the General Manager stating the nature of the grievance and the decision taken at the Stage 2 hearing.
4. The employee or the representative shall then be asked to state and explain the nature of the grievance and may also produce a written statement and call other employees.
5. The General Manager, who may be accompanied by officers who have had direct involvement in the case, may then question the employee, any representative and any witnesses called by the employee.
6. The Clerk may then question the employee, any representative and any witnesses.
7. The General Manager shall then be asked to respond, by reference to the written statement, explaining the circumstances which have been heard at Stage 2 and the reasoning behind the decision on the grievance which was taken at that stage.
8. The employee or the representative may then question the General Manager and/or other officers present.
9. The Clerk may then question the General Manager and/or other officers present.
10. The General Manager will then be given the opportunity to sum up.

11. The employee or the representative will then be given the opportunity to sum up.
12. Discussion may follow with the object of achieving agreement to settle the grievance if possible but it may be necessary, having tried for that agreement, for the parties to withdraw so that the Clerk may formulate his decision.
13. If that occurs, the parties shall be recalled and informed of the Clerk's decision on the grievance and such further action as the Clerk may determine on behalf of the Authority.
14. The decision shall be confirmed in writing by letter sent by recorded delivery post or by hand to the residence or workplace of the employee within five working days of the hearing.

**Note:**

**In those cases where the Authority's Members hear a case, the above procedure shall be followed except that references to the Clerk shall be replaced by reference to the Members and references to General Manager, shall be replaced by Clerk.**

### Special arrangements

#### 1. Involving the General Manager

1.1 If a member of staff has a grievance of a sensitive and personal nature involving the personal action of the General Manager which is considered to make it difficult for the General Manager to hear in the normal way, the case should be referred ~~by the Staff Side Secretary to the Employers' Side Secretary for discussion and consultation with~~ the Clerk ~~with a view to jointly agreeing to~~ decide whether any special arrangements for hearing the grievance need to be made, and if so, what these arrangements should be. An example of how a case might be progressed is as follows:-

- (a) Stage 1: attempt at resolution; involving the General Manager directly or indirectly; where this does not lead to resolution, proceed to Stage 2;
- (b) Stage 2: heard by the Clerk; where this does not lead to resolution, proceed to Stage 3;
- (c) Stage 3: heard by Authority Members.

#### 2. Involving the Clerk or other officers not managed by the General Manager.

2.1 In the event of a grievance which makes reference to the actions of an officer not managed by the General Manager, the Clerk shall ~~agree with the Staff Side Secretary~~ determine whether there is any requirement to alter the procedures referred to in this code, to ensure that the hearing is properly conducted. For instance, it might be appropriate for another officer who has direct knowledge of the case to take on the role of the General Manager at Stages 1 and 2.

2.2 In the event of a grievance of a sensitive and personal nature involving an officer not managed by the General Manager, the ~~Staff Side Secretary~~ matter should be raised ~~the matter~~ with the Clerk (or, if involving the Clerk in some way, the Treasurer) -who will consult with the Chairman of the Authority with a view to jointly agreeing whether any special arrangements for hearing the case need to be made, and if so, what those arrangements should be. Options for handling such cases might include direct referral to the Authority Members or a specially established panel. The Clerk cannot hear a grievance which relates to him or his actions.



# **ANTI-FRAUD AND ANTI-CORRUPTION POLICY**

Martin Walker  
Clerk to the Authority

26th January 2021

**TABLE OF CONTENTS****TABLE OF CONTENTS**

|  |          |
|--|----------|
| <b>INTRODUCTION .....</b>                      | <b>1</b> |
| <b>DEFINITIONS .....</b>                       | <b>1</b> |
| <b>AIMS AND OBJECTIVES .....</b>               | <b>1</b> |
| <b>POLICY .....</b>                            | <b>1</b> |
| <b>RESPONSIBILITIES .....</b>                  | <b>2</b> |
| Members .....                                  | 2        |
| Monitoring Officer .....                       | 3        |
| The Treasurer .....                            | 3        |
| General Manager .....                          | 3        |
| Staff .....                                    | 3        |
| Internal Auditors .....                        | 3        |
| External Auditors .....                        | 3        |
| Registers of Interest .....                    | 3        |
| Register of Gifts and Hospitality .....        | 3        |
| Related Parties .....                          | 3        |
| <b>DETERRENCE .....</b>                        | <b>4</b> |
| <b>PREVENTION AND DETECTION .....</b>          | <b>4</b> |
| Corporate Governance .....                     | 4        |
| Other Issues .....                             | 4        |
| Control Systems .....                          | 5        |
| Contracts for Services for the Authority ..... | 5        |
| Internal Audit .....                           | 6        |
| External Audit .....                           | 6        |
| Whistleblowing Procedure .....                 | 6        |
| Complaints Procedure .....                     | 6        |
| National Fraud Initiative (NFI) .....          | 6        |
| Local Ombudsman .....                          | 6        |
| <b>INVESTIGATION .....</b>                     | <b>6</b> |
| <b>RESTITUTION .....</b>                       | <b>7</b> |
| Disciplinary Action .....                      | 7        |
| Recovery of Money and Goods .....              | 7        |
| Insurance .....                                | 7        |
| <b>REPORTING, PUBLICITY AND REVIEW .....</b>   | <b>7</b> |
| Authority Meetings .....                       | 7        |

Publicity .....7

## **INTRODUCTION**

1. This statement sets out the Authority's anti-fraud and anti-corruption policy and its commitment to dealing with cases of fraud and corruption. It summarises the roles and responsibilities of Members and officers, together with the mechanisms in place for preventing, detecting and investigating fraud.

## **DEFINITION**

2. The following definitions, whilst not exhaustive, apply throughout this statement:

- **Fraud**

The intentional distortion of financial statements to conceal the misappropriation of assets or property for personal gain or benefit of others. Frauds may be perpetrated internally or externally, and may involve third parties.

- **Corruption**

Obtaining a benefit from a fraud executed for the direct benefit of a third party. This type of fraud involves collusion between two or more parties where a holder of public office gains some sort of payment, favour or gift, either personally or for a member of the family or close friend, in return for an action, or inaction, contrary to their normal duties.

## **AIMS AND OBJECTIVES**

3. The Authority aims to minimise fraud and corruption relating to Authority finances and services in support of the Authority's policy of delivering a value for money service. The Policy is designed to:
  - (a) help maintain appropriate levies and charges to constituent councils and third party users of the Authority's facilities.
  - (b) help optimise the application of approved resources to meet genuine service needs;
  - (c) enhance public confidence and minimise adverse publicity; and
  - (d) pursue and help bring to justice all persons who commit acts of fraud or corruption against the Authority.

## **POLICY**

4. Members and staff of the Authority have a duty to ensure that the Authority's anti-fraud and corruption policies are implemented. To help them do this, they should refer to the various codes of conducts and regulations issued to them, which touch on these matters.
5. The Authority is committed to public accountability and to maintaining an honest and open environment. In so doing, it will take positive action against any identified fraudulent or corrupt activities, both within and outside the Authority. This is applicable to Authority Members and its staff, and to the Authority's dealings with other organisations and the public.
6. In all its dealings the Authority will adhere to the Nolan principles, which are:
  - **Selflessness**  
Holders of public office should take decisions solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their families, or their friends.
  - **Integrity**  
Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might influence them in the performance of their official duties.
  - **Objectivity**  
In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.
  - **Accountability**  
Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.
  - **Openness**  
Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.
  - **Honesty**  
Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.
  - **Leadership**  
Holders of public office should promote and support these principles by leadership and example.

## **RESPONSIBILITIES**

7. Different parties have particular roles to play in promoting and enforcing an anti-fraud and corruption culture within the Authority. These are summarised below:

- **Members**  
An Authority Member is responsible for his/her own conduct, and for contributing towards the safeguarding of Authority standards, as detailed in [their own constituent councils' Members' Code of Conduct](#).
- **Monitoring Officer**  
The Clerk to the Authority (the Monitoring Officer) is responsible for reporting to the Authority in the event of any possible illegality becoming known.
- **The Treasurer**  
The Treasurer is responsible for the proper administration of the Authority's financial affairs. The Treasurer is also obliged to report to the Authority and the District Auditor if the Authority or one of its representatives makes, or is about to make, a decision which is unlawful, or involves illegal expenditure or a potential financial loss.
- **General Manager**  
The General Manager is responsible for maintaining internal control systems and procedures and for ensuring that the Authority's resources are properly applied in the manner, and on the activities, intended. This includes responsibility for the prevention and detection of fraud and other illegal acts and for inclusion in the Authority's service contracts of appropriate terms to reflect this Policy Statement.
- **Staff**  
Each member of staff is responsible for his/her own conduct, and for contributing towards the safeguarding of Authority standards. This will include such areas as declaration of interests, private working, whistleblowing, etc. Guidance on these areas can be found in Financial Regulations, the Code of Conduct for Authority employees and the Whistleblowers Code.
- **Internal Auditors**  
Internal Audit (provided by ~~Wandsworth Borough Council~~[the South West London Audit Partnership](#)) is responsible for the independent appraisal of control systems, and for assisting managers in the investigation of irregularities.
- **External Auditors**  
The External Auditor (~~currently the District Audit Service~~[details of whom can be found on the Authority's website](#))[Deloitte LLP](#) has specific responsibilities for reviewing the stewardship of public money and for assessing the adequacy of arrangements in place to prevent and detect fraud and corruption.
- **Registers of Interest**  
The Clerk to the Authority will maintain a register for Members to declare their interests. The Clerk will remind Members at least once a year of the need to update their entry as necessary.
- **Register of Gifts and Hospitality**  
[Members should register Gifts and Hospitality with their constituent councils in accordance with their constituent councils Code of Conduct for Members. The](#)

General Manager will maintain a register declaring a record of gifts and hospitality offered and given.~~The Clerk to the Authority will maintain registers for Members and staff to declare gifts and hospitality. The Clerk will advise on the issues requiring registration.~~

- **Related Parties**

The Clerk will seek annual declarations from Members and Chief Officers of any “related party transaction” in which they, or their related parties, have been engaged during a financial year.

## **DETERRENCE**

8. Deterrence is achieved when potential perpetrators of fraud and corruption consider that the risks (of being caught, punished and any gains removed) outweigh the perceived benefits arising from criminal actions. The Authority seeks to deter potential perpetrators from targeting its finances and services and it does this via a high profile anti-fraud and anti-corruption reputation generated by:
  - (a) a strong anti-fraud and anti-corruption culture involving Members, employees, contractors, service users and the public;
  - (b) clearly communicated policies on prosecution and disciplinary action;
  - (c) effective systems and actions on prevention, detection, investigation, sanctions and restitution;
  - (d) appropriate declarations on relevant Authority documents (particularly application forms) concerning illegal acts, sanctions, data matching and verification requirements;
  - (e) positive and regular publicity to exploit the deterrent effect of hotlines and whistleblowing and to report all successful prosecutions unless there are clear grounds not to publicise; and
  - (f) the requirements for officers and Members to register and declare interests, gifts and hospitality and related party transactions.

## **PREVENTION AND DETECTION**

9. The Authority has a wide range of mechanisms in place aimed at prevention and detection of fraud and corruption. These are summarised below:
  - (a) **Corporate Governance** including:

### **Codes**

These contain guidance on such matters as receipt of gifts and hospitality and contract procurement procedures.

### **Code of Conduct for Authority Employees**

This covers general standards; financial and non-financial interests; relationships with colleagues, managers, Members, contractors, the press and the public; health and safety; care of money and property; political neutrality and political restrictions; and responsibilities of Chief Officers.

## **(b) Other Issues**

### **Staff Selection/Screening**

The Authority's Recruitment and Selection procedures ensure that staff are appointed on merit and provide controls to reduce the risk of the appointment of unsuitable persons:

- Applicants are required to complete an application form and declare any criminal convictions that are not spent. Where appropriate, applicants are also required to declare all past offences or pending prosecutions and may also be subject to a police check.
- Applicants are required to produce documentary evidence of any relevant qualifications they claim to hold.
- Written references are requested for all successful applicants, one of which must be obtained from the most recent / relevant employer. ~~The Authority's fidelity insurance guarantee requires that applicants for posts with responsibility for money, goods, accounts, or computer programming / operation of financial systems must provide satisfactory references from all employers during the previous 3 years.~~
- Applicants who are offered appointments are required to provide proof of eligibility to work in the UK prior to commencing employment.
- New staff are required to provide a National Insurance number which is validated in accordance with DSS procedures.

### **Staff Training**

The Authority's induction process makes staff aware of the anti-fraud and corruption strategy and where to find additional information. The requirements placed upon employees are reinforced through ongoing communication, including the ~~annual distribution of this Policye Summary Statement on Anti-Fraud and Corruption Policy (see appendix attached).~~

## Control Systems

Weaknesses in internal control can result in errors or, in more serious cases, theft, fraud or corruption. It is important, therefore, that robust control systems are implemented and regularly reviewed. Managers at all levels are required to operate arrangements for planning, implementation, monitoring and review of control.

## Contracts for Services to the Authority

As most of the Authority's functions are performed by contractors, each major contract for services contains provisions requiring conformity with the law, establishing complaints procedures, and providing appropriate sanctions for any instance of fraud and corruption, generally including contract termination. The application of these contract terms is the responsibility of the General Manager, reporting to the Clerk and Treasurer, and to the Authority as appropriate.

## Internal Audit

Internal audit functions are undertaken in accordance with [legal and regulatory the requirements of the Accounts and Audit Regulation of the accounts and audit regulations 2015 –1996](#) and professional guidelines. Independent reviews are conducted across all activities of the Authority and coverage is determined using an objective risk-based process. The reviews assess the effectiveness of internal controls and alert managers and Members, as appropriate, to weaknesses, in order that corrective action can be taken to promote effective control at reasonable cost. Ongoing advice on risk management and control improvement is also available. Internal Audit are responsible for carrying out investigations into suspected fraud and corruption events and for liaising with the police where appropriate.

## External Audit

The External Auditor [currently appointed by PSAA under the Local Audir \(appointing persons\) regulations 2015](#)~~appointed by the Audit Commission – currently the District Auditor~~ carries out external audits, in accordance with [the provisions of the Audit Commission Act 1998, the Accounts and Audit Regulations 1996, and the Code of Audit Practice](#)~~Local Audit and Accountability Act 2014 and the National Audit offices code of Audit Practice~~[legal and regulatory requirements and professional guidelines](#). The Auditor undertakes a planned programme of work across the Authority, including an annual review of the Authority's arrangements for preventing and detecting fraud and corruption. The Auditor presents an annual report on coverage and key findings to the Authority.

## Whistleblowing Procedure

The Authority has a [Wwhistleblowing Ppolicy and Procedure \(Confidential Reporting Code for Employees\)](#), enabling staff to report concerns about any serious wrongdoing without victimisation resulting, whilst protecting officers and Members from uninformed or vexatious allegations. Whistleblowers are protected by the Public Interest Disclosure Act 1998.

## Complaints Procedure

Where complaints indicate possible fraud or corrupt activities, these are dealt with in accordance with the appropriate procedures.

## National Fraud Initiative (NFI)

~~As part of the annual external audit process, the Audit Commission requires the Authority to~~ The Authority participates in the NFI as required by law.

### ~~Communication with the Public and other Stakeholders~~

~~The Summary Statement on Anti-Fraud and Corruption Policy (Appendix B) will be displayed at Authority sites and buildings to which there is public access, and will be issued annually to constituent councils and account customers. Information on potential fraud is received through the Internal Audit Service, from a variety of sources, including the Audit Commission and the London Team against Fraud, and acted upon as appropriate.~~

## Local Ombudsman

The Authority would also be subject to reports by the Local Ombudsman, were any complaints to be raised.

## INVESTIGATION

10. ~~Internal Audit where appropriate in consultation with Internal Audit, in consultation with~~ †The Clerk or and General Manager as appropriate, in consultation with Internal Audit, will undertake the investigation of all suspected fraud and corruption. Where there is evidence that a criminal act has taken place, the Internal Audit may seek Police advice upon the investigation process and the collection of evidence and, on the advice of the Clerk and General Manager, the Authority may pursue a prosecution.

## RESTITUTION

11. There are a number of mechanisms in place within the Authority to seek redress in cases of fraud and corruption. These are as follows:

### **Disciplinary Action**

The Authority's Disciplinary Code identifies 'stealing from the Authority, its employees or the public' and 'criminal offences outside work which have a direct bearing on the individual's employment' as examples of gross misconduct. These will normally lead to summary dismissal.

### **Recovery of Money and Goods**

All reasonable action will be taken to recover any money or goods owed to, or the property of, the Authority. The Police are to be requested to seek compensation orders in the criminal courts and civil action is to be taken, where necessary and appropriate, to recover all costs.

**Insurance**

The Authority regularly reviews Authority risk to ensure that adequate insurance provision is available to meet anticipated claims. The General Manager is responsible for ensuring that insurance claims are initiated.

**REPORTING, PUBLICITY AND REVIEW**

12. Incidents of fraud and corruption are to be reported through the following mechanisms:

**Authority Meetings**

Instances of non-compliance with this Anti-Fraud and Corruption Policy will be reported to the Authority. The circumstances of any significant irregularities will be reported to the Authority on an ad hoc basis at the conclusion of the investigation. The Authority will then consider any further action to be taken.

**~~Audit Commission~~**

~~The Authority reports annually to the Audit Commission on identified cases of fraud and corruption.~~

**Publicity**

Where appropriate, the Authority will publicise actions taken to identify fraud and corruption, and the outcomes of prosecutions. External Audit management letters summarise any instances of fraud and corruption, and these letters are sent to Members and available to the public.

13. This Anti-Fraud and Corruption Policy ~~Statement~~ will be subject to review by the Authority at least once in every ~~three-five~~ years or in the event of a change in legislation or major incident.



# Health and Safety Policy

Martin Walker  
Clerk to the Authority

26th January 2021

## Table of Contents

|  |   |
|--|---|
| <b>1.</b> Preamble .....                                       | 1 |
| <b>2.</b> Responsibilities of the General Manager .....        | 2 |
| <b>3.</b> Responsibilities of the Deputy General Manager ..... | 3 |
| <b>4.</b> Supervisors Responsibilities .....                   | 3 |
| <b>5.</b> Responsibilities of all Employees .....              | 4 |
| <b>6.</b> Contractors .....                                    | 5 |
| <b>7.</b> Circulation .....                                    | 5 |
| <b>8.</b> Appendix .....                                       | 6 |

## 1. Preamble

~~1.1. Employees may well be first to realise that there could be something seriously wrong within an organisation. However, they may not express their concerns because they feel that speaking up would be disloyal to their colleagues or to their employer. They may also fear harassment or victimisation. In these circumstances, it may be easier to ignore the concern rather than report what may just be a suspicion of malpractice.~~

1.2.1.1. The Authority recognises and accepts its responsibilities as an employer for providing, so far as is reasonably practicable, a safe and healthy workplace and working environment for all its employees and to protect others who may be affected by the conduct of the Authority's undertaking.

~~1.3.1.2.~~ The Authority has appointed the General Manager as the officer generally responsible for the oversight of the Authority's policy.

1.4.1.3. The Authority will take all steps within its power to meet its responsibilities under the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations- 1992 (as amended) and all other relevant statutory provisions.

1.4. The Authority has sub-contracted its operational duties to Cory Riverside Energy ("CRE") and the Authority's offices are situated on sites managed by CRE. CRE's Health and Safety requirements, instructions and rules will apply to all Authority staff, visitors, contractors, constituent council collection vehicle crews and members of the public visiting the Household Waste and Recycling Centre as if they were the requirements, instructions and rules of the Authority itself.

1.5. Particular attention will be paid to the provision and maintenance of:

- a) plant, equipment, and systems of work that are safe.
- b) safe arrangements for the use, handling, storage and transport of articles and substances.

- c) sufficient information, instruction, training and supervision to enable all employees to avoid hazards and contribute positively to their own safety and health at work.
- d) safe place of work, and safe access to it.
- e) healthy working environment.
- f) adequate welfare facilities.

1.6. For guidance, some important examples of Health and Safety legislation, that apply across the full range of workplaces, are set out in the appendix to this Policy document.

1.6.1.7. Without detracting from the primary responsibility of managers for ensuring safe conditions of work, the Authority will provide such competent technical advice on health and safety matters as is necessary to assist management.

1.7.1.8. The promotion of health and safety measures is considered to be a mutual objective for the Authority, its Management and staff at all levels. The Authority calls upon all its employees to co-operate in the pursuit of this objective.

## **2. Responsibilities of the General Manager**

2.1. In addition to the general oversight of the Authority's policy the General Manager will be responsible for the following:

- a) taking into account the financial and other resources, necessary to maintain health and safety standards, when compiling budgetary requirements.
- b) bringing to the notice of the Authority matters which he is unable to resolve.
- c) giving assistance to subordinate officers who bring to his notice matters which they are unable to resolve.

2.2. The General Manager will also ensure that arrangements are made for:

- a) the carrying out of risk assessments on all work activities undertaken by the Authority, the implementation of control measures and the monitoring of control measures put in place.
- b) identifying training needs, with particular regard to induction training of new employees, specialist training and refresher training.
- c) the dissemination of information on health and safety issues.
- d) consultation with staff in developing a joint approach to health and safety, ~~and co-operation with Safety Representatives, appointed by Trade Unions.~~
- e) development, implementation and revision of safety codes of practice, safety rules, procedures, and the Authority's policy.
- f) reporting and investigation of accidents and compliance with the Authority's procedures for notification of accidents, dangerous occurrences and ill health to the Health and Safety Executive.
- g) taking-remedial action following accidents and in accordance with advice of the Authority's safety advisers or in response to advice or distraction from the Health and Safety Executive.

### **3. Responsibilities of the Deputy General Manager**

3.1. Without detracting from the responsibilities of the General Manager the Deputy General Manager is responsible for the implementation and application of the Authority's policy and those matters listed at 2.2 (d) to (j) above.

3.2. The Deputy General Manager also has responsibility for:

- (a) the health, safety and welfare of all staff and for the health and safety of persons who may be affected by the operations wider their direction.
- (b) giving assistance to subordinate officers who raise health and safety matters which those officers cannot resolve.

- (c) bringing to the notice of the General Manager matters which cannot be resolved.
- (d) ensuring that staff are made aware of and comply with health and safety instructions, rules or codes of practice applicable to the work being undertaken.

#### **4. Supervisors Responsibilities**

4.1. All employees responsible for the supervision of staff are responsible for

- (a) ensuring that all staff supervised are aware of, understand and comply with the Authority's health and safety policy instructions, rules and codes of practice relative to the work undertaken.
- (b) stimulating interest and enthusiasm for health and safety matters among their subordinates.
- (c) assisting in the resolution of health and safety problems brought to their notice by subordinates or by Safety Representatives.
- (d) referring matters which they cannot satisfactorily resolve to their immediate superior.
- (e) providing adequate supervision and instruction to their subordinates to enable them to work safely and arranging for training where a need is identified.

#### **5. Responsibilities of all Employees**

5.1. All employees are required by law to comply with Section 7 and 8 of the Health and Safety at Work etc. Act 1974, which states:

##### **IT SHALL BE THE DUTY OF EVERY EMPLOYEE WHILE AT WORK**

- (a) to take reasonable care for the health and safety of themselves and of other persons who may be affected by their acts or omissions and
- (b) as regards duties or requirements imposed on their employer or any other person by or under any of the relevant, statutory provisions, to co-

operate with them as far as is necessary to enable that duty or requirement to be performed or complied with;

- (c) no person shall intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety or welfare in pursuance of any relevant statutory provisions.

5.2. All employees are required to:

- (a) contact their manager should they notice an unhealthy or dangerous situation. It is important that employees do not under any circumstances carry out operations which could cause danger to themselves or affect the safety of other persons.
- (b) attend Safety Training courses as and when arranged. No person should undertake to do any hazardous job for which they have not been trained.
- (c) wear protective clothing or equipment provided and make proper use of safety devices at all times.
- (d) co-operate with the investigation of accidents by Health and Safety Executive Inspectors or investigators acting for the Authority.
- (e) report all accidents in which they are involved in accordance with the Authority's Procedure for Reporting Accident's and Dangerous Occurrences.

## 6. Contractors Safety Representatives

6.1. The Authority will ensure that, as far as is reasonably practicable, the Health, Safety and Welfare of Contractors working on its sites is of the highest standards. All Contractors, working outside of the Authority's offices, will be required to attend a Health and Safety induction by CRE.

## 7. Circulation

7.1. A copy of this policy will be issued to existing employees and to all new employees on appointment. This Policy will be reviewed ~~from time to time~~ periodically and supplemented as necessary.

**Appendix**

Some important examples of Health and Safety legislation, that apply across the full range of workplaces, are listed below and overleaf. Please note this does not purport to be an exhaustive list:

1. Management of Health and Safety at Work Regulations 1999: require employers to carry out risk assessments, make arrangements to implement necessary measures, appoint competent people and arrange for appropriate information and training.
2. Workplace (Health, Safety and Welfare) Regulations 1992: cover a wide range of basic health, safety and welfare issues such as ventilation, heating, lighting, workstations, seating and welfare facilities.
3. Health and Safety (Display Screen Equipment) Regulations 1992: set out requirements for work with Visual Display Units (VDUs).
4. Personal Protective Equipment at Work Regulations 1992: require employers to provide appropriate protective clothing and equipment for their employees.
5. Provision and Use of Work Equipment Regulations 1998: require that equipment provided for use at work, including machinery, is safe.
6. Manual Handling Operations Regulations 1992: cover the moving of objects by hand or bodily force.
7. Health and Safety (First Aid) Regulations 1981: cover requirements for First aid.

8. The Health and Safety Information for Employees Regulations 1989: require employers to display a poster telling employees what they need to know about health and safety.
9. Employers' Liability (Compulsory Insurance) Act 1969: require employers to take out insurance against accidents and ill health to their employees.
10. Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR): require employers to notify certain occupational injuries, diseases and dangerous events.
11. Noise at Work Regulations 1989: require employers to take action to protect employees from hearing damage.
12. Electricity at Work Regulations 1989: require people in control of electrical systems to ensure they are safe to use and maintained in a safe condition.
13. Control of Substances Hazardous to Health Regulations 2002 COSHH): require employers to assess the risks from hazardous substances and take appropriate precautions.