**BROUGHTON IN AMOUNDERNESS**

**PARISH COUNCIL**

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**STAFF HANDBOOK**

**EDITION 3**

**Welcome to your new role the Parish Council looks forward to working with you**

The civil parish of Broughton in Amounderness was formed in 1896 and lies four miles north of Preston in Lancashire and is a village with a lot of history. This thriving community hosts a wide range of businesses from prestige hotels and restaurants to energy and the service sectors. The village is currently the home to over 2000 people who are able to enjoy sports and leisure facilities on their doorstep plus the views of the Pennines, countryside and farms. The Village Bypass named after a local man “James Towers Way” who won the Victoria Cross in 1918 was opened on the 5th October 2017.

The village adopted a Neighbourhood Development Plan (NDP) in December 2018. In 2019 the Parish Council purchased the Toll Bar Cottage which it has renovated and extended as a café and community meeting rooms. The Parish council holds the War Memorials on the Garstang Road and the Pinfold in trust for the Parishioners.

The Parish Council comprises of seven councillors and the Clerk who is also the Responsible Finance Officer.

The Council employs Moore & Smalley to oversee the accounts and to manage the payroll. NI, HMRC & pensions

**Broughton Parish Vision** (as set out in the NDP)

**In 2026 the Neighbourhood Plan Area will be……..**

1. A revitalised **Broughton Village** that:-
   * Has retained its rural setting, and distinct physical identity from Preston Urban Area through stringent control of development within Open Countryside areas, and maintenance of extensive areas of separation between it, Preston Urban Area to the south and Barton to the North.
   * Has grown, in the main, organically, through small scale development catering for local needs and carefully controlled to that appropriate to the scale and character of the village, excluding large scale estate housing.
   * Has become a much more strongly identified and cohesive local community, with improved local services, environment and community facilities making the centre of the village an attractive and relaxing destination and meeting place not only for local residents but for a wider catchment drawn by its character and charm.
   * Has an attractive pedestrian/cyclist friendly public realm, offering good air quality, that, along with the provision of enhanced refreshment opportunities, has further increased the popularity of the Guild Wheel and local footpath network.
   * Takes pride in the quality of its natural and built environment, exercising careful control over the quality of new development and in the way it manages its public realm and green infrastructure.
   * Celebrates and showcases its history and heritage.
   * Has seen existing local businesses thrive - attracting custom through the quality of their offer and the improvements in access, parking and environmental quality delivered post bypass

**B. Broughton Parish South** - A thriving and attractive residential community to the South of the M55 forming an extension to Preston’s Urban Area, looking in part towards Broughton Village for school, church, community, and leisure/recreation including the Guild Wheel but also boasting its own local shopping and health facilities, food and drink offer and enhanced cricket club facilities.

1. **C.** **Broughton Parish East** – Remaining a characterful and historic area of quiet country lanes, and open countryside within which development has been tightly restricted to that supporting farming, and rural diversification. The historical significance of St Marys, Fernyhalgh & Ladyewell and Shrine will have been further recognised, conserved and enhanced attracting increased but well managed visitor

# **Recruitment**

* 1. Vacancies will be advertised on the Parish website, facebook and on the notice boards and in any other publications appropriate to the role. Current employees are free to apply without prejudice to their existing roles.

Applications should be sent to the Clerk and will remain confidential.

Interview are normally carried out by the members of the council and the clerk. The successful candidate will be contacted and offered the role, subject to references and any other necessary checks.

In accordance with the provisions of the Employment Rights Act 1996 (and amendments thereof), a Statement of Terms and Conditions of Employment will be issued to all new employees within 28 days of employment commencing

* 1. References

Broughton Parish Council’s (BPC) policy is to seek at least two written references, one of which must be from a previous employer (or, if this is the prospective employee’s first job, their school teacher or lecturer), documentary proof of qualifications, eligibility to work in the UK and (if appropriate) a clear Disclosure and Barring (DBS) check.

* 1. Probationary Period

The first 12 weeks of employment will be a probationary period, during which time the Councillors will assess your overall performance and suitability for the role. During this period, your employment may be terminated on 1 weeks’ notice. BPC may decide to extend your probationary period for a further 12 weeks.

# **Standard Terms and conditions of employment**

* 1. Standard of Behaviour

BPC expects a high standard of behaviour from its staff. You are expected to perform your duties diligently and to the best of your ability, showing courtesy and civility towards your colleagues and the public.

* 1. Employer

The following particulars include the written statement required to be given to you under Section 1 of the Employment Rights Act 1996. Your Employer is Broughton in Amounderness Parish Council (BPC) The HR Committee oversees employment practice for employees of the Council.

* 1. Role descriptor

It is BPC’s intention that the written description of your job duties and responsibilities should serve as a guide to the major areas for which you will be accountable. The obligations upon you will vary and develop. And as a result BPC reserves the right at any time during your employment and with reasonable notice, to ask you to undertake other duties that fall within your capabilities.

3,4 Hours of work

The standards hours worked are part of your contract of employment. The actual place, days and hours per day are as set out in your contract of employment BPC reserves the right to vary these hours. Additional hours agreed in advance will be paid at your hourly and be reviewed by the HR Sub Groupor other delegated committee.

3,5 Remuneration

Your salary during the term of your employment with BPC is stated in your offer letter and your terms and conditions of employment and is subject to the LGMB annual review. All remuneration is payable in monthly instalments (less tax and deductions) in arrears by bank credit by the last Your leave entitlement 23 days’ paid holiday in addition to bank and other public holidays pro rata to your salary]. If your employment starts or finishes part way through a holiday year working day of each month.

* 1. Benefits

BPC will honour any pension scheme currently subscribed to. If you do not have a pension as BPC is legally required to encourage you to join a scheme, to which BPC as your employer will make a contribution.

* 1. Holidays and other leave of absence

Your holiday will be 23 days plus statutory bank holidays and it shall be calculated on a pro-rata basis, rounded up to the nearest half day.

Leave accrues on a pro-rata basis during a calendar year and commences on 1st January. Any leave outstanding at the end of the calendar year must be taken by the end of year. Leave not taken by then is likely to be forfeited.

Leave may normally be taken on the dates for which you ask, but there may be times when this is not possible. You should request any leave at least 1 working month ahead of the first day of leave.

# **Termination of Employment**

* 1. During the first 4 weeks of employment, employment may be terminated without notice. A notice period of one week will apply during any probationary period.
  2. Thereafter four weeks’ notice, or more, as required under the provision of the Employment Rights Act 1996, will be given. i.e. (5 weeks upon completion of 5 years’ service to a maximum of 12 weeks after completion of 12 years’ service.)
  3. There is no right for an employee to receive a payment in lieu of notice except by BPC’s discretion.
  4. In the event of gross misconduct, BPC reserves the right to terminate employment summarily and in that case the periods of notice described above will not apply nor will any payment in lieu of notice be considered.

## **Resignation by employee**

* 1. You are required to give BPC one month’s notice in writing to terminate your employment
  2. If an employee terminates their employment without giving notice, or working the required notice period as indicated in their contract of employment. They will also forfeit any contractual accrued annual leave pay due over and above statutory annual leave pay.
  3. On the termination of your employment you must return to BPC all property which belongs to them Failure to return such items will result in the cost of the items being deducted from any monies outstanding.

# **Broughton Parish Council policy on Equality & Diversity is accessibility on the Parish Councils website**

* 1. All employees have personal responsibility for the practical application of this policy. This includes maintaining acceptable standards of personal behaviour towards parishioners and other employees.
  2. Disciplinary action will be taken against any employee who is found to have committed an act of unlawful discrimination. Serious breaches of the equal opportunities policy will be treated as gross misconduct, as will sexual or racial harassment.

# **Performance Review Policy**

* 1. During your period of employment with BPC your standard of performance will be formally assessed annually. This will be in addition to other more frequent informal discussions and meetings with members of the HR committee.
  2. Brief notes should be taken at these meetings so that issues can be tracked and followed up in future meetings. A copy of these notes will be made available to the employee and kept in the employee’s personnel file.
  3. Where there are issues of capability (i.e. what is done, and how it is done - issues relating to skill, health, physical or mental quality), it may be appropriate to follow a Capability Process which will, by following fair and due process, provide support for both the employee and the PCC.

1. **Staff Development Policy**

BPC is committed to the development of every employee: A training development plan will be agreed with you following the successful completion of your probationary period

9. **Health & wellbeing** **Policies**

BPC complies with legal requirements to support work life balance.

* 1. Medical, dental or other appointments:

These should be made as far as possible outside working hours. Where this is not possible, an employee should be encouraged to apply flexible working arrangements to accommodate appointments so that work can be completed. Where appropriate, reasonable paid time off may be granted.

Except for ante-natal care, it is expected that time off in working hours is made up. If not it may be necessary to utilize part of the annual leave entitlement at the discretion of The Parish.

* 1. Compassionate leave

Appropriate paid leave is given for the death of a close family member. If you do not feel able to return to work after 5 days paid leave other arrangements for further time off, can be agreed by the HR committee

* 1. Time off for Dependents

All employees may take a reasonable period of time off work to deal with any emergency involving a dependant. A dependant is the partner, child or parent of the employee, or in some circumstances, someone who lives with one employee as part of their family. The time off is unpaid, unless agreed otherwise

In some circumstances it may be possible to work from home for a period of time,

* 1. Maternity Leave
     1. An employee should inform the HR committee as soon as possible of their pregnancy in order to receive information/advice regarding their entitlement to maternity leave and pay and, in order for appropriate Health and Safety assessments are to be undertaken.
     2. An employee has the right to paid time-off for ante-natal care regardless of the length of service or the number of hours that they work.
     3. An employee, regardless of their length of service will be entitled to:
* 26 weeks’ paid ordinary maternity leave Ordinary Maternity Leave (OML), and
* 26 weeks’ additional maternity leave Additional Maternity Leave (AML) (of which 12 are paid and 12 unpaid).

9.4.5 Once an employee has decided when they wish to commence maternity leave, they must give a minimum of 28 days’ notice, in writing. An employee has the right to change the date they wish to commence their maternity leave. However, they must give a reasonable period of notice.

*Full details of benefits available doing and after the birth are available on the governments website. Depending on the employee’s length of service, they are entitled to claim Statutory Maternity Pay (SMP), (what the state pays) and Contractual Maternity Pay CMP (what BPC as the employer pays).*.

*Maternity leave/pay can start on any day of the week but not before beginning of the 11th week before the expected week of childbirth. However, if an employee gives birth before the start of their maternity leave, then their maternity leave/pay will start the day after the birth*..

*Keep In Touch days (KIT) up to 10 KIT days are available during maternity leave however e KIT day cannot take place during the first two weeks following the birth of a child and are not an extension to ordinary or additional maternity pay period i.e. they cannot be used at the end of maternity leave to extend* the period.

## Returning to work after maternity leave

Under current regulations BPC will assume that an employee will return to work at the end of their maternity leave and will notify the employee of their return date.

If an employee wishes to return to work before their official return date, then they must give their manager the appropriate notice of 28 days of their early return.

An employee must return to regular contracted work for at least three months, in order to keep their payments of CMP. Failure to return will result in an employee being liable to refund the 12 weeks half pay which they have received. If an employee is uncertain as to whether they will return for three months, the BPC is prepared to withhold the 12 weeks half pay until an employee returns to work. They will then arrange for the amount due to be paid as a lump sum less deduction for income tax and national insurance etc. Employees must inform the BPC if they wish the 12 weeks half pay to be withheld until their return to work.

An employee has the right to return to the job in which they were employed prior to the maternity leave period.

* + 1. Maternity Leave and Annual Leave

The period of absence on maternity leave will be counted as “service” for the purposes of annual leave. An employee must take their annual leave in the current year before the commencement of their maternity leave. Where is not possible to take the annual leave entitlement before the commencement of the maternity leave period, for example where the baby arrives early, then this leave can be taken after the maternity leave period.

## Health & Safety during pregnancy

A pregnant employee is given specific health and safety protection under the European Union “Pregnant Workers Directive” and the Management of Health & Safety at Work Regulations 1999 and the Working Time Regulations 1998.

BPC has to assess the risks to which employees may be exposed in the course of their work, and must now bear in mind the risks to new and expectant mothers and their unborn child. Employees are reminded that they also have a responsibility to identify any areas of work and work practices, which might adversely affect their work health and safety.

Where a risk cannot be avoided, the manager will discuss with the employee what measures can be taken to minimize the risks. Following the appropriate risk assessment, in exceptional cases and where suitable alternative work cannot be found, it may be necessary to consider alternatives.

* 1. Adoption Leave

This will be reviewed in line with statutory obligations and appropriate leave allocated.

* 1. Paternity Leave
     1. An employee who is the father of the child (adopted, foster or birth) or married to, or the partner of, the child’s mother, is entitled to paternity leave if he has the responsibility of the child’s upbringing. The employee must have been continuously employed for at least 26 weeks ending with the week immediately preceding the expected week of childbirth.
     2. There is a right to paternity leave even if the child has died or was stillborn after 24 weeks of pregnancy. Employees should inform their Line Manager as soon as possible of their partner’s pregnancy and this must be given in writing at least 15 weeks before the beginning of the week when the baby is due.
     3. The employee is entitled to take either two consecutive weeks paid leave, but not two separate weeks or individual days and the leave must be taken within 56 days of the child’s birth.
     4. The employee is entitled to return to the job in which he was previously

1. **Working from Home Policy**
   * 1. In some circumstances it may be suitable for you to work from home. Time spent working from home should always be agreed in advance with your line manager.
     2. You will be responsible for ensuring your work station is set up in a way that ensures you maintain normal office health and safety standards.
     3. You should keep your manager informed of any issues affecting your work such as sickness just as if you were working on site.
     4. If working at home forms a regular part of your working pattern you and your manager should refer to the booklet “Working from Home” J. Truscott. 2010. (Appendix 4).
   1. Flexible Working Policy
      1. An employee may have the right to request flexible working arrangements. Flexible working is ‘any working pattern adapted to suit your needs’ where you have a responsibility to look after a child or someone who lives with you. The Remuneration Committee has a duty to consider properly any request for flexible working and to give reasons where a request cannot be agreed.
      2. Employees who do not have the legal right to request flexible working are, free to ask if they can work flexibly.
      3. If you are going to make a request for flexible working arrangements you should:

* Make a dated request in writing well in advance of when you want it to take effect.
* State that the application is made under the statutory right to request a flexible working pattern.
* Give details of the flexible working pattern you are applying for, including the date from which you want it to start.
* Explain what effect you believe the new working pattern would have on BPC, and how any effects might be dealt with.
* State whether you have made a previous application and, if so, when.
  + 1. Severe Weather Conditions or Travel Disruption
* The following policy aims to clarify what an employee needs to do when there are travel difficulties associated with bad weather.
* If you cannot get to work because of travel disruption or due to severe weather conditions such as snow, you should talk to your line manager as soon as possible.
* Once the employee has contacted the manager, agreement may be reached as to how the day is treated.
* If an employee is unable to get to work there is no statutory legal requirement for them to be paid. However, your line manager may suggest the following:
  + The employee takes annual leave
  + The employee takes unpaid leave
* In some circumstances it may be possible to work from home (this will be at the discretion of your line manager).
* In some circumstances the employee may also make up the hours at another time suitable to both the employee and line manager. This must be done within (an agreed time frame with your line manager which would normally be within 2 weeks).
  1. Sickness and Managing Absence Policy
     1. Payment of SSP (or any other payment during sickness) is conditional upon your notifying your line manager of your incapacity for work and upon certifying your absence.
     2. On the first day of absence you should contact your line manager by telephone by 9.30am, explaining the reason for absence and the probable length of time of being absent. You should keep your line manager informed of your condition every 2 days.
     3. BPC may require you to complete and sign a self-certification describing the reason for your absence due to illness if for less than three days.
     4. During periods of absence from work due to sickness or injury an employee will be entitled to receive Statutory Sick Pay (SSP) at the appropriate rate, subject to any statutory exceptions which may apply.
     5. There will be no accrual of holiday (except where subject to entitlement under the Working Time Directive) when absent from work due to sickness for 4 consecutive weeks or more.
     6. There may be entitlement to receive payment of salary from BPC on the following basis: SSP will be paid by the PCC where appropriate in accordance with the legislation in force at the time of absence; thereafter sickness benefit maybe be paid by the Department of Work & Pensions (DWP). The amount of SSP due will be offset against your pay during sickness to the extent that this meets the SSP liability and will be subject to income tax and national insurance deductions.
     7. In addition, to SSP, for employees how have more than 26 weeks of continuous employment with BPC, the PCC will pay additional sick pay for up to [for example, 20 workdays of certified absence (after the initial 3 day self-certification period), within any period of 12 months.
     8. If you are absent due to illness for more than seven days (usually five working days), a doctor’s statement or private certificate must be forwarded at the appropriate intervals to cover the period of your unfitness for work.
     9. We may require that a medical practitioner examine a staff member at BPC’s expense and in employed time in circumstances where The Parish considers such an examination necessary, or where you have been absent or it appears you are likely to be absent for a lengthy period. This request will comply with the provisions of the Medical Disclosure Act.
     10. Returning to work: upon any return to work where the absence was confirmed or authorised by a doctor’s certificate, the employee needs to report to their Line Manager. The Line Manager may choose to hold a ’Return to Work’ interview with the employee. A record of this meeting will be kept and will be agreed by the employee and line manager. This note will be kept in your personnel file.
     11. Where sickness absence is long-term, or for recurrent absences, BPC may arrange for the employee to be referred to a medical specialist, for an Occupational Health Report. This will establish that the employee is returning safely, and will be supported appropriately. Where appropriate a phased return to work may be necessary to assist the individual take up their role in a managed way.
     12. Long term sickness. Long-term sickness is defined as a period of absence, which continues for a number of consecutive weeks/months, and where there is no imminent or foreseen date of return. During a period of prolonged sickness absence the line manager will arrange to visit the employee to discuss progress and to keep them informed of news.
     13. If on the basis of an Occupational Health Report (see above) which states that an individual is unable to return to work or that they are unable to continue their present role three options may be considered
     + Possible alternative employment.
     + Early retirement.
     + Termination of employment.

# **Health and Safety Policy**

* 1. The Health & Safety at Work Act 1974 imposes far-reaching obligations on employers, employees and volunteers to ensure the safety and welfare of people in the work place by trying to eliminate all practicable risks of injury, damage and waste.
  2. BPC is committed to ensuring the Health, Safety and Welfare of its employees, contracted staff and volunteers and all who use its buildings and take part in its activities, wherever these may occur. Our aim is to ensure that the premises used are maintained as a safe and healthy environment and that our activities are arranged so that the risks of accident or work-related ill health are avoided as far as reasonably practical.
  3. The Health & Safety Policy, these Guidelines and Arrangements and the Risk Assessment Process fall within the remit of the BPC delegated to the premises manager and are reviewed annually in the light of legislation, regulations and practice, and revised as necessary. Any changes of policy will need to be ratified by the full parish Council and then communicated to all concerned.
  4. BPC responsibilities.
* At the commencement of your employment by the council the premises manager will show you where the Health and Safety Policy is and answer any queries.
* You are required to read and abide by Health & Safety Policy,. If you do not understand any provisions or have any questions, you should discuss the matter with your line manager will advise who this is. Failure to comply with such regulations is a serious matter and may result in disciplinary action.
* If you use a VDU as a significant part of your normal working day, BPC will provide appropriate training and assessment of your needs and you should ensure that your work station is set up in as comfortable a position as possible. You should read and be familiar with the pamphlet “Working with VDU’s’.
* Should you sustain any injury during the course of your work, you should immediately report it and ensure that it is entered in the Accident Report Book which can be found under the counter.
* Free eye tests for employees who are “habitual” users of display screen equipment can be organized on request. If you require glasses specifically for VDU. BPC will reimburse you for the cost of a basic adequate pair of spectacles. Where employees want to purchase more expensive pairs, or choose optional treatments, the BPC will pay up to the cost of the value of the basic pair.

## Employee responsibilities***.***

* You must read and keep the Health and Safety Policy.
* All employees should be aware of personal Health and Safety responsibilities and remain alert to any issues, concerns and potential risks which must be reported as soon as possible.
* All employees have the responsibility to be mindful of their own safety and that of others including visitors at all times.
* If at any time staff feel personally threatened they should call the personal attack alarm. If this is ever sounded all staff in the building should take responsibility for investigating the situation immediately.
* If an employee has serious concerns about any breach of Health and Safety that have not been acted upon or resolved they should raise these issues with the HR committee.
* An individual must not take any action that could threaten their health or safety or the health and safety of others including other employees, visitors or members of the public.
* An employee must ensure they are aware of any fire and evacuation procedures and the action that they should take in the event of an emergency.
* Protective clothing and other equipment which may be issued for protection where the nature of the job requires it should be worn at all times. Failure to do so could be a contravention of health and safety responsibilities. Once issued, this protective clothing and equipment is the responsibility of the individual.
* All accidents and injuries which take place at the employee’s place of work no matter how minor should be recorded in the ‘Accident Book’ which is kept by the counter
* An individual must be familiar with first aid arrangements, and of the procedures to follow in the case of emergency. A first aid kit is kept in the kitchen and in the office*.*
* Chemicals and solvents should only be stored in their original labelled containers. If it is necessary to decant fluids into smaller containers, these containers must be properly labelled with the name of the product.

# **Alcohol and Drugs Policy**

* 1. Under current legislation, BPC as an employer has a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all employees. Similarly employees have a responsibility to themselves and their colleagues.
  2. The effects of alcohol and drugs can be substantial. If an employees’ performance or attendance at work is affected as a result of alcohol or drugs, or where there is a belief that an employee has been involved in any drug related action or offence, they may be subject to disciplinary action which, dependent on the circumstances, may lead to dismissal.

## **Safeguarding Policy**

13.3 Whilst it is the PCC who have overall accountability for safeguarding in the parish building it is everyone’s responsibility to work together in the building an open, welcoming and secure environment where everyone is and feels safe and valued. A copy of the full policy is on the Parish Council website www.broughtonparishcouncil.org.uk

# **Confidentiality**

* 1. The BPC expects a high standard of professionalism, confidentiality and discretion from all employees at all times. Failure to comply with these expectations may result in disciplinary action being taken.
  2. At no time, either during or after employment with BPC are you to divulge to any person or make use of information which is confidential.
  3. Reasonable care must be made to keep safe all documentary or other material containing confidential information, and shall at the time of termination of employment or at any other time be returned upon demand.
  4. Care should be taken when discussing confidential information so that it may not be overheard by an unauthorized person.
  5. Care must be taken when accessing papers, records etc which may contain confidential information so that these may not be found or accessed by an unauthorized person. This responsibility also applies to the use of information on memory-sticks, laptops etc.
  6. This requirement for confidentiality covers all information, including that held on paper, and digitally that:
  7. Is or has been acquired in the course of your employment, or has otherwise been acquired in confidence.
  8. This relates particularly to the parish council and its affairs and activities, or that of other persons or bodies with whom the BPC has dealings of any sort, and has not been made public.
  9. Copyright. All written material relating to the Parish council whether held on paper, or digitally which was made by an individual during the course of employment is the property of BPC and is copyright. This material may not be copied, plagiarized or used by you for any purpose, either during your employment or after its termination, other than in the proper performance of your duties under this agreement.
  10. At the time of termination of employment or at any other time upon demand, all requested material should be returned.
  11. Statements to the media*.* Any statements to reporters from newspapers, radio, television, etc. in relation to parish activities will be given only with the authority of the parish council and clerk to the council who amy take advice from Preston City Council.
  12. Articles and publications. Unless within the remit of their post, an employee should not normally write letters or make statements to the press, accept invitations to appear on television or radio, give lectures, write articles or other material related to their work without the permission of the Parish council.

# **Data Protection**

* 1. The General Data Protection Regulations (GDPR) 2018 defines strict rules on how data is collected, processed and disclosed to other parties. We have a legal duty to comply with these rules. Inappropriate disclosure of information may result in legal action for compensation against the Parish Council or even the employee concerned.
  2. All use of data must be compliant with BPC’s Privacy Notice and all staff members should familiarise themselves with their responsibilities in relation to this.
  3. Inappropriate disclosure of information will be treated as a disciplinary matter.

By signing these Standard Terms and Conditions of Employment as part of your contract of employment, you are giving your consent to the Parish council that information concerning you may be held, processed or disclosed as stated above.

# **Disciplinary Policy Procedure**

* 1. The Parish Council aims to encourage improvement in individual conduct and performance. When the rules are breached or where performance falls consistently short of the standards required, remedial action may be taken by the Parish Council. Please note that these procedures do not form part of your terms and conditions of employment.
  2. Before taking formal disciplinary action, your Line Manager will make every effort to resolve the matter by informal discussions with you. Only where this fails to bring about the desired improvement, should the formal disciplinary procedure be implemented.
  3. During your probationary period referred to above, the Parish Council reserves the right to waive any or all of the warning steps or proceeding to any disciplinary hearing or appeal or, to terminate your contract, by giving you the required written notice or payment in lieu.
  4. If you are subject to disciplinary action BPC will observe the following principles:
* BPC will aim to establish the facts quickly and to deal consistently with disciplinary issues. No disciplinary action will be taken until the matter has been fully investigated.
* At every stage, you will be advised of the nature of the complaint and be given the opportunity to state your case.
* You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty will normally be dismissal without notice and without pay in lieu of notice.
* You will have a right to appeal against any disciplinary action taken against you.
* The disciplinary process may be commenced at any stage of the process appropriate to the alleged misconduct.
* You have a statutory right to be accompanied at meetings by a colleague or a trade union representative, if you are a member of a trade union.
* BPC will make written notes of all disciplinary meetings held. Both you and your manager will agree and sign the notes and a copy will be kept in your personal file.
  1. Verbal waring. If, despite informal discussions, your conduct or performance does not meet acceptable standards, you may be given a formal verbal warning by your Line Manager.
  2. You will be told:
* The reason for the warning.
* That this warning is the first stage of the disciplinary procedure.
* That you have a right of appeal.
* You will be given a note of what was said which will be signed by you and your manager
* A brief note of the warning will be kept on your records but it will lapse after 6 months, subject to satisfactory conduct and/or performance.
  1. Written warning. If there is no improvement in standards, or if further offence occurs, a written warning will be given. This will state the reason for the warning and a note that, if there is no improvement after 3 months, a final written warning will be given. A copy of this first written warning will be kept on file but the warning will lapse after 12 months subject to satisfactory performance.
  2. Final written warning. If your conduct or performance remains unsatisfactory, or if the misconduct is sufficiently serious to warrant only one written warning, then a final written warning will be given, making it clear that any recurrence of the offence or other serious misconduct within a period of 6 months will result in dismissal. A copy of the warning will be kept on file but the warning will lapse after 12 months subject to satisfactory conduct and/or performance.
  3. Dismissal. If there is no satisfactory improvement or if further serious misconduct occurs, you will be dismissed. The decision to dismiss will be taken by the full parish council at a formal meeting.
  4. Gross misconduct*.* If, after investigation, it is deemed that you have committed an offence of Gross misconduct , the normal action would be dismissal:
  5. The following list provides examples of behaviour that could be considered gross misconduct but is not exhaustive.
* Theft, fraud, deliberate falsification of records
* Fighting, assault of another person
* Deliberate damage to council property
* Serious incapability through alcohol or being under the influence of illegal drugs
* Serious negligence which causes unacceptable loss, damage or injury
* Serious acts of insubordination
* Abuse of children, young people or vulnerable adults
* Inappropriate use of the internet and or computers, or unauthorized access to computer records
  1. Suspension. BPC may suspend a staff member from duty to allow a nominated representative of the BPC to investigate any alleged complaint made against a staff member in relation to their employment. Such suspension will not to be regarded as a form of disciplinary action and will be for as short a period as possible.
  2. Any decision to dismiss will be taken only after a full investigation. If you are found to have committed an act of gross misconduct, you will be dismissed without notice or payment in lieu.
  3. During any period of notice of termination BPC will not be under any obligation to assign any duties or provide work and shall be entitled to exclude a person from its premises, provided that this does not affect entitlement to receive normal salary and other contractual benefits. During such a period no accrual of holiday will continue other than under the provisions of the Working Time regs.1998.
  4. Appeals. If you wish to appeal against any disciplinary decision, you must appeal in writing to the Chair of the Parish Council within 14 working days of the decision being communicated to you. You may be accompanied at an appeal hearing by a colleague.
  5. At the appeal, any disciplinary penalty imposed will be reviewed but it cannot be increased. The appeal will be heard by two representatives of either the Parish Council of which none of the members of the hearing have been involved previously with the disciplinary case. The decision of the appeal hearing will be final.

# **Grievance Policy Procedure**

* 1. It is BPC’s policy to ensure that employees with a grievance relating to their employment can use a procedure to help to resolve grievances as quickly and as fairly as possible.
  2. All issues of grievance will be dealt with before any disciplinary proceedings take place.   
     If you have a grievance about your employment you should discuss it informally with your immediate Manager. We hope that the majority of concerns will be resolved at this stage with informal discussions.
  3. Stage 1*.* If you feel that the matter has not been resolved through informal discussions, you should put your grievance in writing to your Manager. The Manager will invite you to attend a meeting to discuss your grievance, as soon as practicable, once they have had a chance to consider a response. You may be represented or accompanied at this meeting by a colleague or union representative and must take all reasonable steps to attend the meeting. After the meeting, your Manager will notify you of their response to your grievance and your right of appeal within 7 working days.
  4. Stage 2.If the matter is not resolved to your satisfaction, you should put your grievance in writing to the Chair of Parish Council. Two representatives of either the Parish Council include who have had no previous involvement in the case will hear all appeals and their decision is final. You may be represented or accompanied at this meeting by a colleague or union representative and must take all reasonable steps to attend the meeting. The meeting will be held as soon as practicable and the decision of the panel will be communicated to you in writing within 7 working days of this meeting being held.

**18. Financial Procedures**

Broughton Parish Council is committed to integrity, openness and transparency in all its financial dealings. Full details of the Council Financial standing orders are on the Parish Website.

Specific policies relating to the community meeting rooms and café are detailed separately are subject to change over time as processes evolve.

Petty Cash: Petty cash is the responsibility of the cottage manager*.* A petty cash box is kept onsite. It is operated on the following guidelines. The box contains a maximum of £100. The maximum payment for a single item is £25.The cash box has its own cashbook, which is kept up-to-date at all times. Any shortfalls are to be reported immediately. Cash payment are made directly in exchange for receipts, which are marked with a reference and stored with the petty cash cashbook.

# **Expenses Policy and Procedures**

* 1. All expenses incurred in the performance of duties and approved for payment by the relevant Line Manager will be reimbursed.
  2. Expenses will need to be agreed by your line manager beforehand..
  3. Expenses claims should be submitted each month using the appropriate form obtained from your line manager and accompanied by the relevant receipts.

# **Telephone, computer, music equipment, internet use including social media**

* 1. Managers should use this as a guideline and agree appropriate usage of telephones, computers and other equipment with their staff and any volunteers for whom they are responsible. We understand that staff and volunteers may from time to time need to make reasonable use of the telephone and email for some personal use during the working day, and this will be taken into account.
  2. BPC retains the right to monitor the volume of Internet and network traffic, together with the Internet sites visited.
  3. There should be no personal use of the computers without the line manager’s permission. No staff or volunteer will use another person’s computer email account in any circumstance.
     1. No staff or volunteer shall use the IT facilities in a way that is:
* Unlawful, offensive, obscene, indecent or disruptive or against copyright.
* For gambling, advertising or for remunerative employment, contractual benefit or entrepreneurial activity.
* Harmful to the computer, network or files (this includes, physical damage and the introduction of viruses)
* Time wasting and disruptive to others
* Gaining access to networks that you do not have permission to use

Staff are encouraged to use secure web mail services where possible, if sending a personal email.

No software will be installed onto computes without permission from your line manager.

Playing music whilst at work may be appropriate in some contexts but in other contexts this will not be suitable. If you would like to play music whilst at work it will need to be with the express permission of your manager and should not disturb others who are within earshot.

Failure to comply with these guidelines will result in actions ranging from disciplinary procedures such as verbal and written warnings, through to dismissal.

19.3.4 Social media will only be used for the purpose of communication between staff and customers on the facebook platform.

The use of other media such as snapchat & twitter is not appropriate in this setting.