

# Frodsham Town Council



## Staff Handbook

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## 1. Introduction

### Welcome to Frodsham Town Council

#### Staff Handbook

Our aim in producing this document was to create a one-stop information point where you would be able to access all the information you are likely to need in relation to your employment with us. The Handbook and corresponding policy documents form part of your contract of employment with FTC.

The document gives an overview of the terms and conditions of your employment, and outlines what you can expect from us as your employer. In return we ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of FTC.

I hope you find this a useful guide during your employment with us. However if you are unable to find the answer to your question here, please feel free to contact your line manager who will certainly be able to find an answer for you.

Signed: \_\_\_\_\_

Chair  
On Behalf of FTC

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### 3. Starting with FTC

#### **a. About FTC**

FTC is an elected body of 16 members. Although it has limited powers, it provides a focal point for local issues and initiatives. Councillors also endeavour to ensure that the Borough Council properly understands the local views and concerns of the Town.

FTC is responsible for Frodsham Cemetery, 3 allotment sites, 4 play areas, Hob Hey Wood, Manley Road Copse, Community Centre Field, War Memorial, 4 Community Orchards and Christmas lights. We also take an active part in regular and ad hoc events and activities such as the Christmas Festival, WW1 Commemoration Working Group and Frodsham Neighbourhood Planning Group. We liaise with Cheshire West and Chester Council on matters relating to improving the environment in and around Frodsham including footpaths, litter and Street Care.

You can get more information on our website at [www.frodsham.co.uk](http://www.frodsham.co.uk)

#### **b. Your induction**

FTC believes its employees are its greatest asset and recognises its responsibility to ensure they are afforded appropriate development throughout their employment. This development begins at the Induction stage when a new employee joins.

Our aim is to support and develop employees in their role so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organisation.

Induction will be spread over your first few months in post, and is generally planned on a first day, first week and first month basis. The content and duration of the induction programme will be dependent on the scope and complexity of your job, and your line manager will outline this in detail to you on your first day with us.

#### **c. Statement of Employment Terms and Conditions**

As an employee of FTC you will have received a document setting out specific terms and conditions of service as they relate to your post. This includes details of:

- the names of the employer and the employee;
- the date when the employment (and the period of continuous employment) began;
- remuneration and the intervals at which it is to be paid;
- hours of work;
- holiday entitlement;
- entitlement to sick leave, including any entitlement to sick pay;
- pension;
- the entitlement of employer and employee to notice of termination;
- job title;
- maternity/parental/ adoption and bereavement leave;
- where it is not permanent, the period for which the employment is expected to continue or, if it is for a fixed term, the date when it is to end.
- the place of work.

This handbook also summarises the main terms of your employment.

FTC reserves the right to change its terms & conditions and employment policies from time to time. You will be notified at the earliest opportunity of these changes by way of general notice to all employees affected by the change. Where a contractual change in your terms and conditions of employment results in a change to your written statement of particulars of employment, we will give you a written statement of the change at the earliest opportunity.

#### **d. Probation Periods**

All new staff are subject to a probationary period of 6 months. An initial informal review will take place after 3 months with your line manager, with a formal review after 6 months. Your appointment will be confirmed on satisfactory completion of the 6 month period. During this probationary period you will be given appropriate support and development opportunity to help you reach the required standards. Extension of the probationary period may be granted to enable the required standards to be achieved, but failure to do so could result in termination of your employment.

#### **e. Your Attendance at Work**

FTC values good attendance at work and is committed to improving the general wellbeing of its employees to achieve this. Although we aim to secure regular attendance, we do not expect employees to attend when they are unwell.

##### **i) Notification of Absence**

- If you are absent from work on account of sickness or injury, you (or someone on your behalf) should inform the Council of the reason for your absence as soon as possible, but no later than 10am of the working day on which the absence first occurs.
- In respect of absence lasting up to seven calendar days, you are required to inform the Clerk (Chair or Vice-Chair – if the Clerk) and self-certificate your absence.
- In respect of absence relating to illness lasting more than seven calendar days, you must provide a medical certificate stating the reason for the absence and thereafter provide a consecutive certificate to cover any subsequent period of absence.
- Any employee who has been absent due to sickness and is found not to have been genuinely ill will be subject to disciplinary action, which could include dismissal.

##### **ii) Sickness Payments**

Payment of Occupational Sick Pay will be made on a sliding scale depending on length of service and sickness period. For the purposes of calculating your entitlement to Statutory Sick Pay, 'qualifying days' are those days on which you are normally required to work. Payments made to you by the Council under its sick pay provisions in satisfaction of any other contractual entitlement will go towards discharging the Council's liability to make payment to you under the Statutory Sick Pay scheme.

For more details please see the Handbook section on Pay and Benefits.

#### **f. Hours of Work**

Your normal hours and working pattern will be specified in your Statement of Terms & Conditions of Employment.

The full-time contracted hours for all posts within the organisation are 37 hours per week excluding daily meal breaks. A daily unpaid lunch break of a minimum of 30 minutes must be taken if you work more than six hours daily.

FTC reserves the right to vary your hours and pattern of working, following consultation and agreement with you.

Persistent poor timekeeping means that colleagues are put under pressure to cover your duties. This is not acceptable and will therefore be treated as a potential disciplinary offence under our disciplinary procedures.

#### ***g. Flexible Working***

FTC has a policy of trying to assist staff to balance their work and home life and is therefore willing to consider requests from staff to vary their working hours or work pattern. Such requests will be considered taking into account the impact on the organisation, work colleagues and any other relevant factors.

Any member of staff with at least 26 weeks service with FTC may make a formal written request for flexible working arrangements. Should you wish to progress this you should speak to your line manager. Please note that only one such request may be made in any 12 month period and that flexible working is not an automatic or statutory entitlement.

#### ***h. Conflict of Interest***

You should not, directly or indirectly, engage in, or have any interest, financial or otherwise, in any other business enterprise which interferes or is likely to interfere with your independent exercise of judgement in FTC's best interest.

Generally a conflict of interests exists when an employee is involved in an activity:

- Which provides products or services directly to, or purchase products or services from FTC;
- Which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities to FTC;
- Which is so operated that the employee's involvement with the outside business activity will reflect adversely on FTC.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your manager.

#### ***i. Standards of Performance and Behaviour at Work***

##### ***i) Appearance***

FTC does not seek to inhibit individual choice in relation to your appearance. However, you are expected to dress appropriately at all times in relation to your role, and to ensure that your personal hygiene and grooming are properly attended to prior to presenting yourself at work.

If you have any queries about what is appropriate, these should be directed to your line manager.

##### ***ii) FTC Premises***

You will be issued with an appropriate Fob/PIN code allowing access to your workplace. This remains the property of FTC loss of your Fob/PIN code (or accidental disclosure to someone) must be reported immediately to your line manager.

You must not remove FTC property from the organisation's premises unless prior authority from your line manager has been given.

### **iii) Personal Property**

Any personal property such as jewellery, cash, credit cards, clothes, cars, motorbikes or bicycles etc. left on FTC premises is done so entirely at your own risk. You are strongly advised not to leave any valuables unattended, either on our premises, our vehicles or in your own vehicle. FTC does not accept liability for loss or damage to any personal property whatsoever.

### **iv) Telephones & Correspondence**

FTC telephone or postal facilities must not be used for private purposes without prior permission from your line manager. If, for any reason, personal use is made of these items then arrangements must be made to pay the cost price of all services used. Abuse of these facilities will be considered a potential disciplinary matter.

### **v) Smoking and Other Substances at Work**

Legislation now exist which makes it illegal to smoke in enclosed public spaces. Smoking (including e-cigarettes) is therefore strictly prohibited on all FTC premises (including entrances and exits) and vehicles.

Outside areas have been identified for those who wish to smoke during their break-time. Should you wish to avail yourself of these facilities, please speak to your line manager.

Bringing alcohol or any unlawful drugs to the workplace, and / or imbibing them there is strictly prohibited both during work time or during a period prior to work where the effects carry over to the workplace. Any such instances will be dealt with under the disciplinary procedure and may lead to your summary dismissal.

### **vi) Confidentiality**

It is a condition of your employment that you have a duty of confidentiality with regards to FTC.

During the course of your employment you may find yourself in possession of sensitive information, the disclosure of which could be construed as a breach of confidentiality. It is a condition of your employment that you have a duty of confidentiality to FTC, and you must not discuss any FTC sensitive or confidential matter whatsoever with any outside organisation including the media.

Any such breach of confidentiality would be deemed as gross misconduct except as otherwise provided or as permitted by any current legislation (e.g. the UK Public Interest Disclosure Act 1998) and could lead to your dismissal.

### **vii) Computer, email and Internet use**

If you have access to FTC's computers including email and access to the internet as part of your job, you must not abuse this by using these facilities for purposes unrelated to FTC business.

Only software packages properly authorised and installed by FTC may be used on FTC equipment, you must therefore not load any unauthorised software onto FTC computers.

If you have a FTC email address, this is provided for responsible use on FTC business and should not be used in any other way whatsoever.

You must not make reference to FTC or its services or represent yourself on behalf of FTC on social media without formal permission from FTC to do so.

### **viii) Receipt of Gifts**

Your working relationships may bring you into contact with outside organisations where it is normal business practice or social convention to offer hospitality, and sometimes gifts. Offers of this kind to you or your family can place you in a difficult position. Therefore no employee or any member of his or her immediate family should accept from a supplier, customer or other person doing business with FTC, payments of money under any circumstances, or special considerations, such as discounts or gifts of materials, equipment, services, facilities or anything else of value unless:

- They are in each instance of a very minor nature usually associated with accepted business practice.
- They do not improperly interfere with your independence of judgement or action in the performance of your employment.

In every circumstance where a gift is offered, the advice of your line manager must be sought.

### **ix) Bribery and other Corrupt Behaviour**

FTC has a strict anti-bribery and corruption policy in line with the Bribery Act (2010). A bribe is defined as: giving someone a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

If you bribe (or attempt to bribe) another person, intending either to obtain or retain business for FTC, or to obtain or retain an advantage in the conduct of FTC's business this will be considered gross misconduct. Similarly accepting or allowing another person to accept a bribe will be considered gross misconduct. In these circumstances you will be subject to formal investigation under FTC's disciplinary procedures, and disciplinary action up to and including dismissal may be applied.

### **j. Data Protection and Access to Information**

FTC will comply with all statutory requirements of the Data Protection Legislation (GDPR from May 2018) by registering all personal data held on its computer and/or related electronic equipment and by taking all reasonable steps to ensure the accuracy and confidentiality of such information.

The Data Protection Act protects individuals' rights concerning information about them held on computer. Anyone processing personal data must comply with the eight principles of good practice. Data must be:

- fairly and lawfully processed
- processed for limited purposes
- adequate, relevant and not excessive
- accurate
- not kept longer than necessary
- processed in accordance with the data subject's rights
- secure
- not transferred to countries without adequate protection

Employees can request access to the information held on them by FTC. All requests by employees to gain access to their personnel records should be made in writing. There is no charge for this service.

### **k. Changes in Personal Information for Employment Purposes**

It is important that our records are correct, as inaccurate or out of date information may affect your salary or cause difficulties in situations where contact is required for emergencies. You **must** notify your Line Manager immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact
- Driving licence penalties (if you are required to drive on FTC business)
- Criminal charge, caution or conviction
- Conflict, or potential conflict of interest

Personal data on employees is held in accordance with the provisions of FTC's Data Protection Policy which will be made available for inspection by you if required.

## 4. Valuing Diversity and Dignity at Work

### a. Valuing Diversity

#### i) Statement

FTC is committed to valuing diversity and seeks to provide all staff with the opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

We believe that people from different backgrounds can bring fresh ideas, thinking and approaches which make the way work is undertaken more effective and efficient.

FTC will not tolerate direct or indirect discrimination against any person on grounds of age, disability, gender / gender reassignment, marriage / civil partnership, pregnancy / maternity, race, religion or belief, sex, or sexual orientation whether in the field of recruitment, terms and conditions of employment, career progression, training, transfer or dismissal.

It is also the responsibility of all staff in their daily actions, decisions and behaviour to endeavour to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with FTC.

#### ii) Key Actions

In adopting these principles FTC:

1. Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may be subject to disciplinary action where appropriate.
2. Fully recognises its legal obligations under all relevant legislation and codes of practice.
3. Will allow staff to pursue any matter through the internal procedures which they believe has exposed them to inequitable treatment within the scope of this policy. If you need to access these procedures they can be obtained from your line manager e.g. Grievance Procedure, Dignity at Work Procedure etc.
4. Will ensure that all managers understand and maintain their responsibilities and those of their team under this policy.
5. Will offer opportunities for flexible working patterns, wherever operationally feasible, to help employees to combine a career with their domestic responsibilities.
6. Will provide equal opportunity to all who apply for vacancies through open competition.
7. Will select candidates only on the basis of their ability to carry out the job, using a clear and open process.
8. Will provide all employees with the training and development that they need to carry out their job effectively.
9. Will provide all reasonable assistance to employees who are or who become disabled, making reasonable adjustments wherever possible to provide continued employment. We will ensure an appropriate risk assessment is carried out and that appropriate specialist advice is obtained when necessary.
10. Will distribute and publicise this policy statement throughout FTC

### b. Dignity at Work

#### i) Statement

FTC believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated promptly and appropriate action will be taken.

### ***ii) What and How of Harassment***

Harassment can be defined as conduct, which is unwanted and offensive and affects the dignity of an individual or group of individuals.

Sexual harassment is defined as “unwanted conduct of a sexual nature, or other conduct based on sex, affecting the dignity of women and men at work”. This can include unwelcome physical, verbal or non-verbal conduct.

People can be subject to harassment on a wide variety of grounds including:

- race, ethnic origin, nationality or skin colour
- sex or sexual orientation
- religious or political convictions
- willingness to challenge harassment, leading to victimisation
- disabilities, sensory impairments or learning difficulties
- status as ex-offenders
- age
- membership of a trade union or activities associated with membership

Forms may include:

- physical contact ranging from touching to serious assault
- verbal and written harassment through jokes, offensive language, gossip and slander, sectarian songs, letters and so on
- visual display of posters, graffiti, obscene gestures, flags and emblems
- isolation or non-cooperation at work, exclusion from social activities
- coercion ranging from pressure for sexual favours to pressure to participate in political/religious groups
- intrusion by pestering, spying, following someone
- bullying

### ***iii) What should I do if subject to Harassment?***

You should also keep a written record detailing the incidents of harassment and any requests made to the harasser to stop. This written record should be made as soon as possible after the events giving rise to concern and should include dates, times, places and the circumstances of what happened.

If the harasser is a member of staff or a Councillor you should invoke the Grievance Procedure. If a Councillor you may wish to also contact Cheshire West and Chester Council’s Monitoring Officer to report a breach of FTC’s Code of Conduct.

## 5. Pay, Benefits & Pensions

### **a. Salary Arrangements**

Your salary will be paid monthly on the fifteenth of each month by direct credit transfer to your designated bank account.

Your basic pay was outlined in your letter of appointment/statement of terms & conditions. Any subsequent amendments to your basic pay will be notified to you in writing by FTC.

Part-time employees will be paid on a pro rata basis based on the hours they work. In all other aspects, their salaries will be paid in accordance with the pay arrangements for full-time employees of FTC.

If any queries arise with regard to pay, or if it looks as if a mistake has been made, speak to your line manager immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors, whether of over or underpayment, will be rectified in the next salary payment.

Appropriate deductions will be made from pay including income tax and National Insurance contributions (NICs), which are subject to each employee's earning level, family status and the number of hours worked.

### **b. Overtime**

Overtime is defined as all hours worked in excess of your full time contracted hours, which has the prior explicit approval of your manager. No payment is made for overtime but Time Off In Lieu (TOIL) will be allowed in negotiation with your line-manager. It is your responsibility to ensure you keep overtime to as low a level as possible.

### **c. Income Tax**

If there are any changes in your personal circumstances which will affect your tax status, you should notify the Inland Revenue, who will automatically inform FTC of any changes to your tax code.

Addresses of local offices and enquiry centres can be found here:

<http://www.inlandrevenue.gov.uk/menus/officesmenu.htm>

### **d. Expenses Policy**

You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public Transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims. Mileage rates when travelling by your own private transport are 45 pence per mile (or current NJC casual user mileage rate if it changes during the employment).

You will be reimbursed for any other expenses, which could include overnight accommodation, meals and fares incurred in performance of Council duties or other out of pocket expenses provided that these are receipted.

### **e. Sickness Pay Policy**

#### *i) Statutory Sick Pay (SSP)*

Most employees have a right to statutory sick pay (SSP) as long as they earn more than the lower earnings level. SSP is not however payable for the first three qualifying days of absence. (A qualifying day is a day on which you are normally expected to work under your contract of employment).

There is a limit of 28 weeks' SSP in any one period of sickness or linked periods. (Periods of sickness are said to be linked if the second period starts within eight weeks of the end of the first period.)

SSP is paid in the same way as ordinary pay and is liable to tax and National Insurance contributions.

### **ii) Occupational Sick Pay**

When absent from duty owing to illness (which term is deemed to include injury or other disability) you will be entitled to receive an allowance in accordance with the following scale:

a.	During 1 <sup>st</sup> year of service	1 month's full pay and after completing 4 months service 2 month's half pay.
b.	During 2 <sup>nd</sup> year of service	2 month's full pay and 2 month's half pay.
c.	During 3 <sup>rd</sup> year of service	4 month's full pay and 4 month's half pay.
d..	During 4 <sup>th</sup> & 5 <sup>th</sup> year of service	5 month's full pay and 5 month's half pay.
e.	After 5 year's service	6 month's full pay and 6 month's half pay

Note: For the purposes of calculating half pay, the rate of pay for the agreed salary month will be used.

When assessing an employee's eligibility for sick pay, the amount of time they have had off over the previous 48 months will be taken into account.

FTC reserves the right to refuse to pay sick pay if it has reasonable cause to think that an employee is not genuinely sick, if it has cause to believe that an employee is abusing the sick pay scheme, if an employee has failed to comply with the notification requirements, or has not supplied the appropriate certification. If the sick pay scheme has been abused, disciplinary action may follow.

Payments of sick pay may be terminated, suspended or reduced if an employee fails to notify FTC of relevant facts, or if their absence or continued absence is due to their taking an unwarranted risk (in or out of work), conducting themselves in a way that prejudices their recovery, abusing alcohol or drugs or other substances, or recklessly endangering the health and safety at work of themselves and others.

### **f. Pension Scheme**

You will be enrolled in the Cheshire Pension scheme, details of which you should have received when you started, subject to Auto enrolment regulations. You may elect to opt out of the scheme if you so wish. Please note that no member of FTC can advise you on whether you should join or not. If you are unsure, you should seek independent financial advice.

## **6. Leave Arrangements**

### **a. Annual Leave**

Employees of FTC whether part-time or full-time are entitled to a minimum 5.6 weeks' paid annual leave, including Bank Holidays. A week's leave allows you to be away from work for a week – that is the same amount of time as your working week. Your manager will let you know your annual leave entitlement for the current leave year.

Holidays must be agreed with your manager as early as possible. FTC will where possible try to accommodate individual preferences for holiday dates but the needs of the business may have to take precedence, particularly where short or inadequate notice is given.

- The holiday year runs from 1st January to 31st December.
- Leave for employees joining after the start of the leave year accrues at the rate of one twelfth of the annual entitlement for each complete calendar month of service
- Leave for employees who terminate their employment during the leave year is calculated on the same basis. If, however, the annual leave entitlement has been exceeded, a deduction calculated on the same basis will be deducted from the final salary payment.

- Holiday pay in lieu of accrued leave will be paid only on termination of employment and will normally be subject to a maximum of 10 working days.

Currently holiday entitlement is 21 working days (pro rata for part-time employees) plus 8 statutory Bank Holidays plus 2 extra statutory days. The leave entitlement increases to 25 working days (pro rata for part-time employees) per year when five year's continuous service has been achieved.

Up to five days holiday entitlement can be carried forward into the following leave year.

**b. Maternity Leave and Pay Policy**

FTC provides Maternity Leave and Pay as set out in the relevant legislation.

Parallel arrangements are available for the adoption of a child.

**c. Paternity Leave and Pay**

FTC provides Paternity Leave and Pay as set out in the relevant legislation.

Paternity leave and pay are also available for the adoption of a child.

**d. Shared parental leave**

This leave entitlement is designed to give parents / adopters more flexibility in how to share the care of their child in the first year following birth or adoption. If you are eligible you can share up to 50 weeks leave, you and your partner can decide to be off work at the same time and/or take it in turns to have periods of leave to look after the child. To be eligible you must meet the following criteria:

- You (or your partner) must be entitled to maternity / adoption leave, or statutory maternity / adoption pay (or maternity allowance from the Government) and you must share the main responsibility for caring for the child with your partner. In addition, you and your partner will also be required to follow a two-step process to establish eligibility as follows:
- **Step 1 - Continuity test:** if you are seeking to take shared parental **leave**, one parent / adopter must have worked for the same employer for at least 26 weeks at the end of the 15th week before the week in which the child is due (or at the week in which an adopter was notified of having been matched with a child or adoption) and they should still be employed in the first week that shared parental leave is to be taken.  
The other parent /adopter has to have worked for 26 weeks in the 66 weeks leading up to the due date and have earned above the maternity allowance threshold of £30 a week in 13 of the 66 weeks.
- **Step 2 - Individual eligibility for pay:** To qualify for shared parental **pay** the parent / main adopter must, as well as passing the Continuity test, also have earned an average salary of the National Insurance lower earnings limit or more for the 8 weeks prior to the 15th week before the expected birth / adoption.

**e. Unpaid Parental Leave**

As well as Shared Parental Leave, any eligible employee who has or expects to have responsibility for a child is entitled to take Unpaid Parental Leave to care for that child. This includes the child's registered father or anyone else who has or expects to have formal parental responsibility for the child. To be eligible to take Parental Leave, an employee must have been employed by FTC for at least one year.

Parental Leave consists of 18 weeks' unpaid leave for each child born or adopted, taken at any time up to the child's eighteenth birthday. Up to four weeks' Parental Leave can be taken in respect of each child, each year, in blocks of one week or more. Employees cannot take the leave in blocks of less than one week, unless the child is disabled. You must give your line manager at least 21 days notice of your intention to take Parental Leave.

Although the situation around pregnancy and adoption appears complex, it is normally quite straightforward to work out your entitlement. Therefore as soon as you know you are pregnant or have been matched with a child for adoption, please let your manager know as soon as is practical. We will calculate your entitlement and the relevant dates for you.

#### ***f. Time Off For Dependants***

You are legally entitled to take a reasonable amount of time off to deal with certain prescribed emergencies involving certain dependants. This leave is called Time Off for Dependants. Time Off for Dependants can be taken, for example, if a dependant falls ill or is injured, if care arrangements break down, or to arrange or attend a dependant's funeral. A dependant is your child (including adopted child), husband, wife or parent. It also includes someone who lives in your household, and someone who reasonably relies on you, such as an elderly relative. Any time taken off must be necessary and reasonable in the particular circumstances. Time Off for Dependants is not paid.

## **7. Health and Safety**

### ***a. Introduction***

FTC recognises and accepts its responsibility as an employer to maintain, so far as is reasonably practicable, the safety and health of its employees, and of other persons who may be affected by its' activities.

It is your duty as an employee not to put at risk either yourself or others by your acts or omissions. You should also ensure that you are familiar with FTC health and safety arrangements. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your line manager immediately.

### ***b. Procedure in the event of an accident***

An Accident Book is available in the office and it is the responsibility of each individual employee to report and record any accident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your line manager.

All employees who are absent from work following an accident must complete a self-certification form, which clearly states the nature and cause of the injury.

For any employee who suffers an injury at work which results in them being away from work, or unable to do their normal work, for three days or more (including weekends, rest days or holidays) it is important that your manager is informed as the Health and Safety Executive also need to be informed by FTC. Form 2508 (available from [www.riddor.gov.uk/f2508.dot](http://www.riddor.gov.uk/f2508.dot)) should be completed in conjunction with your line manager. Employees are not expected to complete these forms themselves.

### ***c. Fire Safety***

Employees should follow these steps to help prevent fires:

- Before you use any electrical appliances carry out a quick check to make sure that the cables, plugs etc are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your line manager and find an alternative appliance.
- Ensure that you place your rubbish in the proper waste bins. Do not overfill the bins, and ensure that your waste bin is accessible to the cleaners at the end of each day.

Action to take when the fire alarm goes off:

- Immediately stop what you are doing and walk (do not run) to the nearest available safe fire exit. If your nearest exit/route is obstructed, choose another route. Make sure that you are aware of the fire exits and routes in your area.
- Follow the instructions of your designated Fire Warden.
- Direction signs should indicate the route to your fire exit. These comprise a white arrow on a green background sometimes accompanied by the words 'FIRE EXIT' and also a pictogram of a running man. The arrows indicate the direction of the nearest fire exit.
- Do not use a lift to leave the building - always use designated stairs.
- Make your way to the appropriate assembly point.
- Once you are at the assembly point you should report to the Fire Warden, so that they can account for the people in their designated area.
- Do not leave the designated assembly point, or attempt to re-enter the building, until you have been instructed to do so by the Fire Warden.

Action to take if you discover a fire:

- RAISE THE ALARM! This can be achieved by breaking the glass on the call points or by shouting the instruction "Fire – call the fire brigade".
- Raise the alarm even if your building is fitted with an automatic fire alarm system, which has not yet activated - you must not wait for it to do so of its own accord. The alarm must be raised for every occurrence of a fire, no matter how small it appears to be. This will ensure that people in the building have adequate notice to evacuate should it begin to spread quickly. In addition, modern furnishings may allow the fire to develop unnoticed, so time is of the essence if everyone is to get out safely.
- Call the fire brigade at the earliest available, and safe, opportunity and do not attempt to tackle the fire unless you have been appropriately trained and can safely do so e.g. a small fire in a waste paper basket. Unless you have been trained you could be putting yourself or somebody else at risk.

#### ***d. Personal Safety***

Generally, you should try to avoid working alone whenever this is possible. However, if you have to work alone, then you need to develop an awareness of the risks and how to minimise them.

Prior to making an appointment with someone you do not know, obtain as much information as possible about the person you are meeting and arrange to meet the person in FTC premises. Always ring back the telephone number you have been given to confirm that it is legitimate. If a mobile number is given you should always ask for an alternative fixed line number.

If visiting, let your colleagues know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your line manager.

## 8. Training and Development

FTC aims to provide training:

- An induction programme which all staff will be required to undertake and will assist staff settling into their new role/job.
- Opportunities to undertake training and development to enable staff to develop, relevant skills and acquire knowledge to underpin their current role and career aspirations.

## 9. Leaving FTC

### a. Notice Periods

Unless your employment is terminated by agreement, or specified otherwise in your principal statement of terms and conditions, you or FTC are required to give a period of notice in writing as follows:

- one week's notice during the probationary period
- four weeks during the first 4 years' service
- after four years' service notice entitlement increases by one week per year up to 12 weeks maximum.

These periods of notice will apply if you are dismissed on grounds of inefficiency or if your dismissal is the result of disciplinary proceedings in circumstances where summary dismissal is not justified. Your employment may be terminated without notice where dismissal follows disciplinary proceedings.

### b. Working Notice

In all cases FTC reserves the right to enforce your full notice period. Your full remaining annual leave entitlement should be taken during your notice period in agreement with your line manager. Exceptionally, if this is not possible, your manager may agree to make a payment in lieu of this. If you leave any day other than the last working day of that month, that month will not count for annual leave purposes.

In exceptional circumstances, if deemed appropriate and as an alternative to working your notice, FTC reserves the right either to transfer you to other suitable duties during your notice period or to require you to accept payment in lieu of any entitlement to notice.

### c. Other Conditions on Leaving

On leaving, FTC will deduct from any money due to you such sums as you may owe to FTC. These may include, but are not restricted to, any loans, relocation assistance, court orders and payment made for holidays taken in excess of entitlement.

If you leave without giving notice and without FTC's agreement, you are in breach of your contract and you may forfeit some or all of any salary due to you.

Before leaving, you must hand over to your manager all articles belonging to FTC, including your Fob and any documents, equipment and computer software used at home. Documents and software include (but are not limited to) correspondence, diaries, address books, databases, files, reports, plans, records or any other medium for storing information. You should not retain any copies, drafts, reproductions, extracts or summaries of documents and software.

After you have left FTC, you must not:

- Solicit or seek to entice away any FTC staff
- Use or divulge to any person or organisation any confidential information relating to the business of FTC.

Should your employment be terminated following disciplinary action it is likely you will receive payment in lieu of notice. However, as there are numerous reasons as to why someone is dismissed, payment in lieu of notice will be reviewed on an individual basis taking into consideration the reasons behind the dismissal.

Should you be dismissed for reasons of gross misconduct, your employment will be terminated immediately without the benefit of notice or payment in lieu of notice.

***d. Retirement***

In line with current legislation FTC does not have an age where it expects employees to retire. It is however our policy to have regular workplace /appraisal discussions with all our staff where they can discuss performance and any development needs they may have, as well as their future aims and aspirations. Staff and their managers can also use this opportunity to discuss retirement planning should the employee wish to do so.

You should ensure that you inform your line manager at least 6 months before you plan to retire to ensure all appropriate arrangements are made (e.g. sourcing a replacement, mobilising your Cheshire pension etc.).

## 10. Appendix 1 Disciplinary and Grievance Procedures

Frodsham Town Council is committed to promoting an agreeable & rewarding working environment for its employees and to furthering positive working relationships between Councillors & Officers. However, the Council recognises that there may be occasions when problems arise and need to be dealt with. Any such complaints will be thoroughly investigated before the formal procedures are invoked.

### 1. Disciplinary Procedure

(In compliance with Employments Rights Act 1996 & 2008, & Employment Relations Act 1999)

1.1 Generally, *Section 1* of the Procedure will apply to employees with less than one year's continuous employment and *Section 2* to employees with one or more years' continuous employment with FTC.

1.2 FTC reserves the right to apply Section 2 to all cases of discipline.

1.3 **Section 1** (For employees with less than one year's continuous employment with FTC): FTC and its employees will adhere to the three stages as defined below:

a. **Stage 1 – Put it in Writing:** FTC will:

- i. Notify the employee in writing of the allegation(s) against him/her and the basis for the complaint of alleged misconduct, capability, poor performance or other circumstances and supply evidence in support of the allegation(s); and
- ii. Invite the employee to a disciplinary hearing to discuss the proposed action. A minimum of three days' notice will normally be given of a mutually agreed date & time of the meeting to give the employee a reasonable opportunity to consider their response to the allegation(s),

b. **Stage 2 – Meet and Discuss:** The disciplinary hearing will be held at a venue that ensures confidentiality of the proceedings and will be conducted as follows:

- i. The employee will be given the opportunity to state their case.
- ii. The employee has the right to be accompanied by a trade union official or a fellow employee or a friend of their choice.
- iii. The employee must take all reasonable steps to attend the hearing.
- iv. Following the hearing, the employee will be informed of FTC's decision in writing within five working days.
- v. The employee will be notified of their right to appeal. It may be, however, that no further action will be taken.

c. **Stage 3 – Appeal:** If the employee wishes to appeal against FTC's decision, he/she can do so by notifying the Council's Chair, in writing, within five working days stating the grounds for the appeal. The hearing will be conducted as follows:

- i. The employee will be invited to attend an appeal hearing chaired by the Council's Chair. A minimum of three days' notice will normally be given of a mutually agreed date, time & venue of the hearing.
- ii. The employee will be given the opportunity to state their case.
- iii. The employee has the right to be accompanied by a trade union official or a fellow employee of their choice.
- iv. Following the hearing, the employee will be informed of the appeal decision in writing within five working days. FTC's decision on an appeal will be final.

1.4 **Section 2** (For employees with one or more years' continuous employment with FTC)

- a. In considering disciplinary action, incidents of misconduct are regarded cumulatively with any previous occurrences.
- b. Minor faults will be dealt with informally through counselling and training.
- c. In cases where informal discussion with the employee does not lead to an improvement in conduct / performance, or where the matter is more serious (eg unauthorised absence, persistent poor timekeeping, sub-standard performance), FTC and its employees will adhere to the three stages as defined below:

d. **Stage 1 – Put it in writing:** As para 1.3.a.

e. **Stage 2 – Meet and discuss:** The disciplinary hearing will be held at a venue that ensures confidentiality of the proceedings and will be conducted as follows:

- i. The employee will be given the opportunity to state their case.
- ii. The employee has the right to be accompanied by a trade union official or a fellow employee of their choice.
- iii. The employee must take all reasonable steps to attend the hearing.
- iv. Following the hearing, the employee will be informed in writing of FTC's decision in accordance with steps set out below and notified of his or her right to appeal against that decision. It may be, however, that no further action will be taken.
- v. **Written Warning:** The employee will be given a formal written warning. He/she will be advised that the warning is the first stage of the formal disciplinary procedure that includes:
  - The reason for the warning,
  - How they need to improve their conduct or performance,
  - The timescale over which the improvement is to be achieved,
  - The likely consequences if the terms of the warning are not complied with.
  - That the written warning will be recorded but nullified after six months, subject to satisfactory conduct and performance.
- vi. **Final Written Warning:** Failure to improve performance in response to the written warning, a repeat of misconduct for which a warning was issued, or a first instance of serious misconduct or serious poor performance will result in a final written warning being issued. This will include:
  - Details of, and grounds for, the complaint,
  - How he/she needs to improve their conduct or performance,
  - The timescale over which the improvement is to be achieved,
  - A warning that dismissal may result if the terms of the warning are not complied with,
  - That final written warning will be recorded but nullified after twelve months, subject to satisfactory conduct and performance.
- vii. **Dismissal:** Failure to meet the requirements set out in the final written warning will normally lead to dismissal with appropriate notice. A decision to dismiss an employee will only be made after the fullest possible investigation. Dismissal can be authorised only by the Council's Chair. The employee will be informed of:
  - The reasons for dismissal,
  - The appropriate period of notice,
  - The date on which his or her employment will terminate; and
  - How the employee can appeal against the decision.

f. **Stage 3 – Appeal:** As para 1.3.c.

1.5 **Removal of Warnings:** Subject to satisfactory conduct, attendance, or performance, all records of warnings will be removed from the employee's record for disciplinary purposes after the specified dates.

1.6 **Other Disciplinary Actions:** If conduct or performance continues to be unsatisfactory, dismissal will normally result. However, depending on circumstances and the ability of FTC to meet such sanctions, it may decide on alternative action, viz:

a. Demotion

b. Reduction in benefits eg loss of bonus

c. Transfer to alternative employment

d. **Suspension:**

- i. Suspension is a neutral act that does not imply guilt or blame. When instigated, it will be for a short period to allow a full investigation and to remove the employee from a potentially difficult situation. An employee may be suspended where his/her act of gross misconduct:

- Is alleged or suspected;
  - Involves audit or police investigation;
  - Results in criminal charges or pending criminal charges;
  - Raises doubts as to his/her suitability to return to work
- ii. Any suspension will be with full pay pending a disciplinary hearing. If an employee, when suspended, is receiving less than full pay or no pay at all under the terms of the contract of employment, that entitlement or lack of it or less than full pay will continue during the period of suspension.
  - iii. FTC will inform the employee of the reason(s) for the suspension in writing within two working days from the date of suspension and will fix a date (not more than five working days from the date of suspension) time and venue for a review of the suspension.

**1.7 Gross Misconduct:** Offences under this heading are so serious that an employee who commits them will normally be summarily dismissed (See 1.11 for examples of gross misconduct). In such cases, FTC reserves the right to:

- a. Dismiss without notice of termination or payment in lieu of notice; and
- b. Report any offence to the police. This will not prevent FTC from initiating or continuing with its Disciplinary Procedure.

### 1.8 Disciplinary & Appeal Panels

- a. The Panel for the Disciplinary Hearing will consist of the Chair of Policy & Process Committee and a maximum of two other Councillors appointed by FTC. The Chair of P&PC will chair the Panel. (Paras 1.3.b & 1.4.e).
- b. The Panel for the Appeal Hearing will consist of the Council's Chair and a maximum of two other Councillors appointed by FTC. The Council's Chair will chair the Panel (Paras 1.3.c & 1.4.f)
- c. A Councillor may not be appointed to both Panels.

### 1.9 Rearranging Hearings

- a. Where FTC arranges a meeting for the convenience of the employee and then the employee fails to attend, or informs FTC in advance that he/she is unable to attend, the question of what happens next depends on the reason for non-attendance.
- b. Where the employee has not taken all reasonable steps to attend the meeting, they will be in breach of the requirements and FTC will be released from future obligations under the Procedure.
- c. Where the employee's non-attendance is the result of unforeseeable circumstances and it is not reasonably practicable for the employee to attend (eg due to illness), FTC will rearrange the hearing and invite the employee to attend it.
- d. If the employee's companion cannot reasonably attend the meeting, the employee must propose an alternative date within five days. If acceptable, FTC will invite all parties to attend on proposed date and time.
- e. Although FTC is legally obliged to rearrange a hearing only once, it will consider the reasons for any further non-attendance by an employee with care & compassion to ensure that the Procedure is applied fairly.

### 1.10 Examples of Behaviour That Might Invoke the Disciplinary Procedure

Listed below are examples of behaviour that could render an employee being liable to the dismissal and disciplinary procedure being invoked:

- Concealing defective work
- Failure to apply reasonable care and attention to work
- Failure to observe the terms and conditions of employment, as set out in the written statement of the terms and conditions of employment.
- Failure to take a constructive and co-operative approach to work and to fellow employees
- Failure to wear safety equipment where provided by FTC for personal protection

- Failure, after appropriate training, to achieve and maintain the full requirements of the position.
- Misuse of FTC's telephones.
- Misuse of FTC's resources including computers and computer software (eg unofficial use of Internet, unauthorised e-mails or playing computer games).
- Persistent failure to work reasonable levels of overtime, when required.
- Poor housekeeping.
- Substandard work and failing to achieve quality levels.
- Unacceptable levels of attendance.
- Unacceptable levels of timekeeping, time wasting and abuse of breaks.
- Unauthorised absence or failure to comply with absence procedure.

### **1.11 Examples of Gross – Misconduct**

Listed below are examples of misconduct which may be considered to be Gross Misconduct and may warrant a Final Warning, Demotion or Dismissal. It is stressed however that this list is not exhaustive and that on all occasions a full and proper investigation must take place prior to the issuing of a Final Warning, Demotion or Dismissal.

- Theft, including unauthorised possession of Council property.
- Breaches of confidentiality, prejudicial to the interest of the Council,
- Being unfit for duty because of the misuse/consumption of drugs or alcohol.
- Breach of confidentiality / security procedures.
- Bribing or attempting to bribe another individual, or personally taking or knowingly allowing another person to take a bribe;
- Physical assault, breach of the peace or verbal abuse.
- False declaration of qualifications or professional registration.
- Failure to observe Council rules, regulations or procedures.
- Wilful damage of property at work.

## 2. Grievance Policy

(In compliance of Employment Act 2008)

- a) FTC will support the right of employees to raise legitimate grievance about their work, working environment or working relationships.
- b) FTC will endeavour to deal with such concerns raised by employees fairly & speedily to reach a satisfactory outcome and to prevent escalation of issues.
- c) *The aim* of the Policy is to provide an employee who considers that he/she has a grievance with an opportunity to raise his/her concerns, have them examined quickly & effectively and, where a grievance is deemed to exist, to have it resolved at the earliest practicable opportunity.

### 2.1 Definition

- a) In the context of this Policy, a *Grievance* is a complaint by an employee about an action that the employer has taken, or is contemplating taking, in relation to him or her.
- b) It includes grievances about the actions of third parties & work colleagues where the employer could be held liable under law.
- c) 'Whistle blowing' disclosures are excluded unless the employee chooses to make such a disclosure under the Grievance Procedure. The employee has the right to choose whether to raise such concerns as a 'grievance' or as a 'protected disclosure' as defined in the Public Interest Disclosure Act 1998.

### 2.2 Context & Scope

The Policy is subject to statute and applies to all staff employed by FTC.

### 2.3 The Procedure – Informal Resolution of a Grievance

- a) An employee wishing to raise a concern about his/her work, working environment or working relationships with another employee or a Councillor will, in the first instance, approach the Chair of the Staffing Sub-Committee.
- b) In the event of the grievance concerning the Chair of Staffing Sub-Committee, the employee will approach the Chair of P&P. In the event of the grievance concerning the Chair of P&P, the employee will approach the Council's Chair.
- c) The Chair must record details of the concern(s) raised and the outcome of the discussion(s).
- d) If the employee is not satisfied with the outcome of informal discussion(s), he/she will initiate the Formal Procedure.

### 2.4 The Formal Procedure

- a) If an employee's grievance cannot be settled informally, he/she should raise it formally as defined below.
- b) **Stage 1 – Put It In Writing:** The employee should, in the first instance, put it in writing and address it to the Chair of the Staffing Sub-committee.
- c) **Stage 2 – Meet and Discuss**
  - i) FTC will appoint a Grievance Panel consisting of a maximum of three Councillors who are not connected with the employee's concern(s).
  - ii) The Panel will:
    - (1) Acknowledge receipt of the letter of grievance;
    - (2) Make arrangements for a meeting to take place without undue delay; and
    - (3) Invite the employee to the meeting to discuss the grievance.
  - iii) A minimum of three days' notice will normally be given of the date, time & venue of the meeting.
  - iv) The employee must take all reasonable steps to attend the meeting. He/she has the right to be accompanied by a colleague, a friend or a Trade Union official at the meeting.
  - v) In the event of the meeting being cancelled due to unforeseen circumstances, the Panel must arrange a new meeting within a reasonable time.

- vi) The Panel must notify the employee of its decision in writing within five working days of the grievance hearing in writing. The letter will explain if there are any further rights of appeal and, if so, to whom they need to be addressed.

### **2.5 Stage 3 – Appeal**

- i) If the employee remains dissatisfied at the end of Stage 2, he/she may appeal within five working days of the Panel's decision in writing.
- ii) FTC will appoint an Appeal Panel consisting of a maximum of three Councillors who are not connected with the employee's concern(s) and who were not involved in the grievance hearing.
- iii) The Panel will:
  - (1) Acknowledge receipt of the letter of appeal;
  - (2) Make arrangements for a meeting to take place without undue delay; and
  - (3) Invite the employee to the meeting to discuss the appeal
- iv) A minimum of three days' notice will normally be given of the date, time & venue of the meeting.
- v) The employee must take all reasonable steps to attend the meeting. He/she has the right to be accompanied by a colleague, a friend or a Trade Union official at the meeting.
- vi) The Panel must notify the employee of its decision in writing within five working days of the appeal hearing. If it is not possible to respond within this time period, FTC will give the employee an explanation for the delay and a deadline for the decision.
- vii) The Appeal Panel's decision is final.

### **2.6 Former Employees**

The Formal Procedure (para 2.4) will apply in all grievance cases whether or not the employee is still in the Council's employment.

### **2.7 Exclusions**

- a) The Grievance Procedure will not apply to instances where an employee seeks to express a grievance about a matter that:
  - i) Has been heard under the Grievance Procedure within the previous six months;
  - ii) Is outside FTC's control, eg, matters within the scope of specific legislation (eg, Health & Safety, Freedom of Information Legislation);
  - iii) Is the subject of proceedings relating to performance or discipline and FTC has notified the employee of the date of interview (or formal hearing) in accordance with its Performance Management or Disciplinary Procedures respectively;
  - iv) If FTC has dismissed or is contemplating dismissal, or has taken or is contemplating taking disciplinary action short of dismissal (other than disciplinary warnings and suspension of pay). (FTC's Disciplinary Procedure applies).
  - v) Is the subject of any collective dispute procedure agreed between FTC and a Trade Union recognised by FTC.
  - vi) If employment has ended before the initiation of the Procedure and it is not reasonably practicable for the employee to initiate the Procedure (eg the employee has moved away).
- b) Circumstances In which the parties are deemed to have complied with the Grievance Procedure:
  - i) When an employee raises a grievance in writing during a Disciplinary Procedure:
    - (1) The Grievance Procedure will apply if the employee considers that disciplinary action taken by FTC constitutes unlawful discrimination or was taken for ulterior motives (ie the action was not taken on grounds of unacceptable conduct or performance).
    - (2) In this event, the parties are deemed to have complied with the Grievance Procedure in full so long as the employee submits his/her grievance in writing before the appeal hearing under the Disciplinary Procedure.
  - ii) When the Grievance Procedure is not completed because employment has ended and it has ceased to be reasonably practicable to comply with the remainder of the procedure.

## 11. Appendix 2 - Confirmation of Receipt of Handbook Form

### Frodsham Town Council

<b>Name:</b>	
<b>Designation:</b>	
<b>Place of Work:</b>	
<b>Line Manager:</b>	

I confirm I have received a copy of the FTC's Staff Handbook and that I have read this and understood the contents.

I also confirm that I have sought clarification from my line manager on any issues outlined in the Handbook which I am not clear about.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Please return this form duly completed and signed to your line manager.