

Committee: FINANCE AND RESOURCES

Date: 19 February 2007

Report: PERSONNEL POLICIES

Purpose of Report

1. To seek Members approval for the revisions to a number of Personnel policies. These are:
 - Managing Probationary Periods Policy – approved policy to take effect from 20 February 2007
 - Flexible Working Policy – approved policy to take effect from 1 April 2007
 - Maternity Policy - approved policy to take effect immediately (Unison consultation ends 4 March 2007)
 - Annual Leave policy - approved policy to take effect from 1 April 2007
 - Special Leave Policy - approved policy to take effect from 1 April 2007
 - Career Breaks & Sabbaticals Policy - approved policy to take effect from 1 July 2007
 - Assisted Car Purchase Scheme – approved policy to take effect 1 April 2007
 - Disciplinary Procedure - approved policy to take effect 4 March 2007
 - Grievance Procedure - approved policy to take effect 1 July 2007
 - Equality Policy - approved policy to take effect 1 July 2007

Strategic Planning Framework

2. The information contained in this report is consistent with the Authority's statutory purposes and it's approved strategic planning framework:
 - **Best Value Performance Plan**
"Plan and manage all aspects of the Authority's business so as to make the most effective use of our resources"

Background

3. Over the past 6 months, 10 policies have been reviewed by the Personnel Section. The draft revisions of these policies are attached as **Appendix 2** and so are presented here as one report (rather than a large number of small ones).
4. The policies have been reviewed as part of the People Strategy policy review schedule approved by this Committee. Please note that until the review process has been completed, Members will receive several more revised personnel policies at their Committee meetings.
5. The revised policies provide greater guidance for line managers and reflect best practice and/or changes in legislation. **Standard letters and other pro formas associated with the policies are maintained by the Personnel section and are not included within this report**

(in order to reduce the volume of paper); although reference is made within the policies to these 'standard letter appendices'.

6. Changes to each policy are summarised below in **Appendix 1**. For some of the draft policies, UNISON do not support some of the proposals before the Committee. Areas where there are such disagreements with UNISON are highlighted and Members are asked to consider these issues before reaching a final decision.
7. Policies will be published on the Authority's intranet and staff will be notified of this via e-mail. The Personnel & Training Officer will be available to attend Departmental meeting on request.

RECOMMENDATION

8. That members:

- (a) make decisions as to which policy options they wish to adopt, (Policies 4,5,7 and 8), and
- (b) approve the attached policies.

Sally Jowett
Personnel and Training Officer

8 February 2007-02-08

Background documents: None

APPENDIX 1

Details of Personnel Policies

Pol.	Policy Name	Areas of Amendment	Rationale	Details of Unison Consultation.
1	Managing Probationary Periods Policy	<p>There are 2 fundamental changes to the policy:</p> <ol style="list-style-type: none"> 1. Every new member of staff will go through the 6 month probation period. Currently employees with previous Local Authority service are excluded. 2. The notice period within the probationary policy is one week for either side. This is a change from the notice period required to terminate a contract either by the employee or the Authority from one or two months (depending on the banding of the post). 	<p>To allow the line manager and <u>all</u> new employees to assess their suitability for the post objectively. Allows for termination of employment within the probationary period if the new staff member is not suitable for the role.</p>	<p>At the Joint Consultative Forum on 12 October, Unison did not wish to oppose this policy; however they reserved the right to request changes subject to the 90 days consultation period permitted (which has now expired).</p>
2	Flexible Working	<p>The Flexible Working (Amendment) Regulations, effective from 6 April 2007, extends the right to request flexible working to carers. The right to request flexible working in this proposed policy is extended to all employees of the Authority. Flexible working consists of alternatives to the traditional 5 days and 37 hours a week traditional working and can include:</p> <ul style="list-style-type: none"> - part time - flexitime - job share - home working - compressed hours - term time working 	<p>To reflect current and best practice. Flexible working can increase staff motivation, build better relationships, increase the rate of retention of staff, reduce absence, and attract new talent. Potential draw backs can include increased costs resulting from benefits (e.g. pension), and increased demand on line manager time.</p>	<p>Unison are supportive of this policy, however they again reserved the right to request changes subject to the 90 days consultation period permitted from 12 October which has now expired.</p>
3	Maternity Policy	<p>The policy reflects changes in legislation implemented by the Work and Families Act 2006 and applies to all women with an Expected Week of Childbirth (EWC) on or after 1 April 2007. The changes are:</p> <ul style="list-style-type: none"> - The service qualification for additional maternity leave is removed; - Statutory Maternity Pay is extended to 39 weeks. - Employees will be able to work for up to 10 days during maternity leave without losing their rights to leave and pay. 	<p>To reflect changes in legislation.</p>	<p>Unison are supportive of this policy, however they again reserve the right to request changes subject to the 90 days consultation period permitted from 4 December.</p>

Pol.	Policy Name	Areas of Amendment	Rationale	Details of Unison Consultation.
4	Annual Leave	<p>A more comprehensive policy is attached; previously, both annual leave and special leave were included in one 'Leave of Absence Policy'.</p> <p>The main change is that carry over of <u>more</u> than 5 days at the discretion of the CEO is removed. This is to prevent the carry over of excessive untaken leave which could mean that the Authority would be in breach of the Working Time Directive.</p> <p>Method of calculating annual leave now reflects case law and is of benefit to employees of the Authority.</p>	Existing policy very vague.	<p>Unison requested that the discretion to carry over in excess of 5 days should be retained. However the recommendation remains that this be removed.</p> <p>Unison reserve the right to request changes subject to the 90 days consultation period permitted from 4 December.</p>
5	Special Leave	<p>The main changes are as follows:</p> <ul style="list-style-type: none"> - Greater specification and <u>extension</u> from just immediate family of entitlement to bereavement leave (5 days <u>paid</u> p.a.) - <u>Addition</u> of <u>paid</u> time off to deal with incidents involving dependents (5 days paid p.a.). The statutory requirement is unpaid leave. - <u>Addition</u> of <u>paid</u> carer leave (5 days p.a.). - <u>Addition</u> of unpaid time off for hospital appointments during <u>core hours</u> (10am-12; 2pm-4pm). There is no legal obligation to provide time off for this purpose. - Unpaid time off for disabled employees to attend medical appointment reflecting statutory obligation. - Unpaid time off for Volunteer Reservists as they are paid by MOD, however any difference in salary would be paid by Authority. 	Acknowledgement of work life balance issues therefore offering <u>paid</u> leave where legal requirement is only for unpaid leave.	<p>Unison disagree with the provision of unpaid time off for hospital appointments and argues that this should be paid. Time off for hospital appointments has never been stipulated within Authority leave policies, however there are areas of practice within the Authority where special leave has been authorised for these purposes. Last year, the equivalent of around 50 days were authorised for hospital appointments for approximately 25 employees. It appears that this practice is a residual one from the past and could be due to misinterpretation of the flexi-time scheme which states, that an employee will 'receive credit of the actual time spent away from work'. This however, should only have been applied to employees taking authorised flexi leave.</p> <p>Options:</p> <ol style="list-style-type: none"> 1. Agree the proposed policy. 2. Agree a compromise e.g. agree that time off for hospital appointment should be paid but amend carer or

Pol.	Policy Name	Areas of Amendment	Rationale	Details of Unison Consultation.
6	Career Break and Sabbaticals Policy	Following the review of the Leave of Absence Policy in, November 2006, Senior Management Team agreed that they would like to add sabbaticals to the Authority's Career Break Policy as there was no previous policy that dealt with sabbaticals. In addition the existing career break policy has been revised in line with best practice.	Acknowledgement of work life balance issues.	<p>other leave to unpaid.</p> <p>The policy will be presented to Unison at the next JCF meeting in March 2007 and any approval of the policy by the F&R Committee, should be subject to this consultation process.</p>
7	Car Purchase Scheme	It is recommended that the Assisted Car Purchase Scheme is abolished.	Historically there has been very limited employee take up and currently there are no members of staff who have a loan. The interest rate of the Authority scheme is 8.3% and therefore employees can obtain more competitive deals in the open market.	<p>Unison requested that the Authority explore introducing a more favourable interest rate. However it is recommended here that any move to provide a better rate than a commercial borrowing rate, as well as being a cost to the Authority, would create a benefit in kind which would therefore involve tax implications.</p> <p>Unison reserve the right to request changes subject to the 90 days consultation period permitted from 4 December.</p>

App	Policy Name	Areas of Amendment					Rationale	Details of Unison Consultation.
8	Disciplinary Policy	It is proposed that Members be removed from the appeal stage of the disciplinary process. The proposed process is:					<ul style="list-style-type: none"> ○ Appealing to Members is above and beyond the process required by ACAS Code of Practice which states: "As far as is reasonably practicable a more senior manager not involved with the case should hear the appeal". ○ An appeal process not concerning Members is consistent with the current appeal process within the Managing Probationary Period Policy, Flexible Working Policy and Age Retirement Policy. ○ Members of SMT by nature of the role are up to date with employment law and best practice. ○ The appeal hearing will be arranged more quickly due to greater availability of SMT members; the current timescale is 28 days. This will improve the efficiency of the process for the employee and also give the employee speedier recourse to an Employment Tribunal if this is the course of action they wish to take. ○ As Members are called so infrequently to hear appeals there is otherwise a need to undertake Member training in preparation for appeal hearings. This has resource and time implications. 	<p>Unison is against the removal of Members from the appeal process arguing that Members can bring additional independence to the process.</p> <p>Unison reserve the right to request changes subject to the 90 days consultation period permitted from 4 December.</p>
		Investigation	Stage	Discp. Panel	Penalty Options	Appeal Authority		
		Usually line manager with support from personnel rep. Another mngr may be appointed to conduct the investigation if this is appropriate.	Level One	A line mngr not previously involved in the case of the same level or band higher + Personnel Rep.	Formal Oral Warning	Next level of management. This can be the CEO if this is the next level.		
		As above	Level Two	As above	First Written Warning	As above		
		As above	Level Three	Head of Dept. + Personnel Rep. If the line mngr. investigating the case is the Head of Department then the Disciplinary Panel will comprise a Dept. Head not previously involved in the case.	Final Written Warning	CEO If the disciplinary penalty is issued by the CEO the appeal should be to two members of SMT not previously involved in the case. One of these SMT members will be the Deputy CEO.		
		As above	Level Four	As above	Dismissal	As above		

App	Policy Name	Areas of Amendment	Rationale	Details of Unison Consultation.
9	Grievance Procedure	<p>The stages of the Grievance Procedure have been refined and reflect the statutory procedure. The Authority procedure is therefore:</p> <ol style="list-style-type: none"> 1. Grievance submitted in writing by the employee. 2. Grievance meeting held. 3. Grievance appeal meeting held. <p>The main amendment concerns the appeal stage. It is proposed that an appeal to a panel of members is removed. The proposed process is:</p> <ol style="list-style-type: none"> 1. Stage One – Grievance submitted in writing. 2. Stage Two – Grievance meeting held with line manager. 3. Stage Three – Grievance appeal dealt with by Head of Department. <p><u>Please note</u></p> <ul style="list-style-type: none"> ○ If the employee's grievance relates to the employee's immediate line manager, the grievance should be submitted immediately to the relevant Head of Department. The appeal will then be to the Chief Executive. ○ If the grievance is against the employee's Head of Department the matter will be referred to another Head of Department. The appeal will then be to the Chief Executive. ○ If the grievance is against the Chief Executive the matter should be referred to the Deputy Chairman with an appeal to the Chairman. 	<ul style="list-style-type: none"> ○ Appealing to Members is above and beyond the process required by ACAS Code of Practice which states: "As far as is reasonably practicable a more senior manager not involved with the case should hear the appeal". ○ An appeal process not concerning Members is consistent with the appeal process within the Managing Probationary Period Policy, Flexible Working Policy and Age Retirement Policy. ○ Members of SMT by nature of the role are up to date with employment law and best practice. ○ The appeal hearing will be arranged more quickly due to greater availability of SMT members; the current procedure states 'the Appeal Committee will consider the grievance at its earliest opportunity'. This will improve the efficiency of the process for the employee and also give the employee speedier recourse to an Employment Tribunal if this is the course of action they wish to take. ○ As Members are called so infrequently to hear appeals there is otherwise a need to undertake Member training in preparation for appeal hearings. This has resource and time implications. 	<p>The policy will be presented to Unison at the next JCF meeting in March 2007 and any approval of the policy by the F&R Committee, should be subject to this consultation process.</p>

App	Policy Name	Areas of Amendment	Rationale	Details of Unison Consultation.
10	Equality Policy	The main impetus for revising the Authority's existing policy was the Age Equality Legislation and the need to make the policy 'age proof'. The policy has also been amended to include Equality in Service Delivery and not just in the area of Employment. The proposed policy is therefore more comprehensive.	Reflects legal changes and best practice.	The policy will be presented to Unison at the next JCF meeting in March 2007 and any approval of the policy by the F&R Committee, should be subject to this consultation process.

MANAGING PROBATIONARY PERIODS POLICY**1. SCOPE AND PURPOSE**

- 1.1 All employees **new** to the Yorkshire Dales National Park Authority will be subject to a probationary period of 6 months. Staff promoted internally within the Authority will not be subject to a probationary period.
- 1.2 A probationary period is a trial period for a new employee. It allows both the line manager and the employee to assess objectively whether the new recruit is suitable for the role, taking into account the employee's overall capability, skills, performance and general conduct in relation to the job in question. All employees are expected to successfully complete this 6 month probationary period, which will in general be sufficient time to make an assessment.
- 1.3 There is a strong argument that the use of probationary periods increases the probability that new employees will succeed in their employment. Conversely, the absence of an effective probationary review process may lead to an employee who is not suited to the job being retained indefinitely.
- 1.4 After one year's continuous service, employees gain the right to claim unfair dismissal. It is therefore necessary for line managers to identify and address any unsatisfactory performance or behaviour on the part of new employees during a defined probationary period, rather than condoning or disregarding it.

2. THE PROCESS

- 2.1 The line manager should structure the process so that both parties are clear about expectations. The probationary process should include:
 - clear details of job outputs, i.e. what the new employee is expected to achieve during, or by the end of, the probationary period;
 - details of the 'core values' of the Authority and behaviours expected;
 - the standards of performance that are required in respect of the job duties;
 - the standards of behaviour and conduct expected as an Authority staff member, for example in relation to liaison with clients and colleagues.
 - the objectives of the post against which the employee's performance will be assessed;
 - any agreed development activities;
 - identification and discussion of any problem areas at the earliest possible time;
 - the provision of regular constructive feedback;
 - supervisory support and guidance; and
 - the provision of any necessary training and coaching.

Some of the process will be standard to the post; however others will be specific to the individual (for example development objectives and form of any support required).

- 2.2 During the probationary period a series of formal review meetings should take place between the new employee and their line manager. The timetable for this is:
 - Week 4
 - Week 12
 - Week 20

- Week 26 – leading to a decision on whether or not to confirm the appointment as permanent.

Each meeting should be scheduled between the new starter and manager within the employee's first week. At each formal meeting the employee should be afforded the right of representation by a Trade Union representative or a work colleague.

2.3 To ensure that structured, planned meetings take place a pro forma is provided at the end of this document (Appendix A). At the end of each meeting a copy of the completed pro forma should be given to the individual for their own records; a copy should also be forwarded to the Personnel section within **three working days**.

2.4 At each meeting, the line manager should aim to:

- highlight areas where the employee is doing well;
- explain clearly and in precise terms any areas in which the employee is falling below the required standards;
- discuss and agree whether or not any specific training or coaching is required;
- invite the employee to comment on issues such as the extent to which he or she has integrated into their department and how well he or she is interacting with colleagues;
- give the employee an opportunity to ask questions or raise concerns about any aspect of his or her employment;
- introduce if required an action plan to address any shortfalls in performance; this must be put in writing to the staff member. The action plan should be documented in detail, stating what should be done, by whom, how and by when.

2.5 In addition to the formal review meetings, line managers should maintain regular contact with the new starter.

2.6 The line manager is responsible for keeping full and clear records and documentation of meetings throughout the probationary process. This includes completion of the pro forma record.

3. WEEK 26 – THE FINAL REVIEW

3.1 Near the end of the probationary period, the manager should conduct a 'final progress review' of the employee's performance and suitability for the job.

3.2 The final review meeting must be held within the last month of the agreed probationary period. **If the meeting does not take place by this date, technically the employee's appointment will be confirmed by default.**

3.3 There are three possible outcome from the final review meeting, detailed as A, B or C below.

A. CONFIRMATION

3.4 If the employee's performance is satisfactory the line manager should inform the employee at a final meeting that their appointment will be confirmed and a letter will be issued the by Personnel section (see Appendix C). Prior to holding a meeting a report must be completed by the line manager for the Chief Executive to approve the post confirmation (see Appendix B). The probationary meeting pro-forma together with the approved report should be forwarded to the personnel section within **3 working days** of holding the final meeting.

B. NON CONFIRMATION OF POST

- a. If a probationer's performance is unsatisfactory, and it is clear that further training or support is unlikely to alter the situation, termination of the employment will be the next step.
- b. In order to give an employee a full opportunity to meet the required standards, the line manager will usually wait until the end of the probationary period before taking any decision to terminate employment. However, if there is clear evidence to suggest that the employee is wholly unsuitable for the role, the line manager should consult Personnel with a view to early termination.

3.5 Non Confirmation in Post Procedure. When dismissing employees, it is important to comply with the statutory dismissal and disciplinary procedure. There are three compulsory steps in the statutory dismissal and disciplinary procedure. Employees must be afforded the right of representation by a Trade Union representative of a work colleague throughout.

- **Step one:** The manager must write to the employee setting out the circumstances that may give rise to the termination of the employee's employment. This letter must give adequate information to the employee about why the manager is dissatisfied with the employee's performance. The outcome should not be decided at this stage until a meeting is held (step 2) when the employee will have the opportunity to put forward their views and comments. The letter should therefore also invite the employee to attend a meeting (which is step two).
- **Step two:** The manager must hold a meeting with the employee at which the employee must be permitted to discuss the circumstances and make representations about his or her performance and ongoing employment. After the meeting the manager must inform the employee of the manager's decision and of the employee's right of appeal. This should be confirmed in writing to the employee. The employee will be given 10 working days within which to submit an appeal.
- **Step three:** Where the employee wishes to appeal they must inform their Head of Department in writing within **10 working days** of the date of the letter confirming the decision to terminate the employment. The appeal meeting will be held within **10 working days** of receipt of the staff member's notification of their appeal. Appeals will be heard by a panel of two members of the Senior Management Team who have not been previously involved in the above process. The Appeal Hearing arrangements are detailed at **Appendix D**.

3.6 A failure to follow the statutory dismissal and disciplinary procedure will render a dismissal automatically unfair. An employee will, however, need one year's service to bring an unfair dismissal claim and most employees on probation will not have been employed for this length of time.

3.7 However, no minimum length of service is required to bring many other tribunal claims, including discrimination claims. If the dismissed employee brings such a claim, the employment tribunal has the power to increase any compensation awarded by between 10% and 50% as a result of the employer's failure to follow the statutory procedure.

C. EXTENSION OF PROBATIONARY PERIOD

3.8 If, at the end of the set probationary period, the employee's performance is unsatisfactory – or in cases where the employee or the manager has been absent from the workplace for an extended period during probation – an extension of the probationary period **may** be appropriate.

- a. An extension should normally be sought only where there are special circumstances justifying such a course. The manager should consult with Personnel prior to any decision to extend an employee's probationary period.
- b. As an employee will gain the right to claim unfair dismissal after completion of 12 month's continuous service, any extension of a probationary period should normally be for no more than three months.
- c. Where it is agreed that an employee's period of probation will be extended, it is important for the manager to set out the terms of the extension in writing. It is important to state clearly:
 - The length of the extension and the date on which the extended period will end;
 - The reason for the extension – for example that the employee's performance has fallen short of certain standards, but that the manager reasonably believes that an extension of time will be effective in allowing the employee to achieve these standards.
 - The performance standards or objective that the employee is required to achieve by the end of the extended period of probation.
 - Any support such as further training that will be provided during the extension;
 - That if the employee does not meet fully the required standards by the end of the extended period of probation, his or her employment will be terminated.

3.9 It is not advisable to extend an employee's period of probation more than once. It is equally inadvisable to make extending probationary periods the norm. An extension should be agreed only if there are special factors that justify it.

3.10 Where an employee's probationary period is extended, written details of how and why performance has fallen short of the required standards should be attached to the terms of the extension.

4. NOTICE PERIODS

4.1 The notice period to be given during the probationary period by either side is one week.

DRAFT FLEXIBLE WORKING POLICY

1. INTRODUCTION AND AIMS

- 1.1 The Authority believes that its staff members are its most valuable asset and is committed to attracting and retaining the very best, and utilising all the talent and experience available. It recognises that the UK workforce is becoming increasingly diverse and includes a high percentage of parents and individuals with other caring responsibilities, as well as those whose interests and aspirations impact on their time. It therefore appreciates that the standard Monday to Friday, 9am to 5pm, working week is, in many cases, incompatible with increasing demand for a better work-life balance. This policy offers a description of examples of flexible working, taking account of possible benefits and also possible drawbacks.
- 1.2 The Authority offers flexible working to promote a better work-life balance for all employees of the Authority.

2. PRINCIPLES

2.1 The Business Need

Although the Authority is committed to providing the widest possible range of working patterns for its workforce, both management and employees need to be realistic and to recognise that the full range of flexible working options will not be appropriate for all jobs across all areas of the business.

- 2.2 Where an instance of flexible working is proposed the Authority will need to take into account a number of criteria including (but not limited to) the following:
- the cost of the proposed arrangement;
 - the effect of the proposed arrangement on other staff, including those staff being line managed by the individual requesting the flexible working pattern;
 - the level of supervision that the post-holder requires;
 - the structure of the department and staff resources;
 - other issues specific to the individual's department;
 - an analysis of the tasks specific to the role, including their frequency and duration;
 - an analysis of the workload of the role
- 2.3 In accordance with the statutory regulations, in considering whether to grant a request for flexible working, the Head of Department and line manager must be in agreement that:
- There will be no unreasonable additional costs incurred;
 - There will be no detrimental effect on the ability to meet customers'/users' demands;
 - The Head of Department is able to re-organise work among existing staff;
 - The Head of Department is able to recruit additional staff if required;
 - There will be no detrimental impact on the quality of the service provided;
 - There will be no detrimental impact on the performance of the service, including the impact on other staff members;
 - There is sufficient work during the periods the employee proposes to work;
 - The change does not interfere with any other planned structural changes or reorganisations;

2.3 Eligibility

Although it is recognised that not all of the flexible working patterns considered will be suitable for all sections of the Authority's workforce, there should be no arbitrary barriers. Employees in all areas and levels of the Authority will be considered for flexible working regardless of their age, sex, sexual orientation, race, or religion or belief, or whether they have a disability, their level of seniority, their current working pattern, or whether they are employed on a permanent or fixed-term basis. However, there is no automatic right for employees to change to any flexible working pattern - each application will be considered on the basis of the particular work involved and any detrimental effect the change could have on individual, team or business performance.

2.4 While it is the Authority's policy to be flexible on working patterns for all its employees, in order to ensure that it is complying with its legal obligations concerning the right to request flexible working, there may be situations where precedence has to be given to those who have statutory eligibility for this right. Employees who have a statutory eligibility are:

- PARENTS, of children aged 6 or under, and to parents of disabled children aged 18 or under.
- CARERS (from 1 April 2007) of an adult who is their spouse, partner or civil partner, a near relative, or a person living at the same address. This does not extend to a lodger or individuals with whom the employee does not have direct responsibility. A near relative will include a parent, parent-in-law, adult child, adopted child, sibling (including an in-law), uncle, aunt, grandparent and step-relative.

2.5 Employee Consultation/Participation

While some approaches to flexible working practices will involve changes to individual contracts of employment and be relatively easy to implement, the Authority recognises that others (such as the imposition of annualised hours) will have a greater impact on sections of the workforce as a whole. Before any working pattern that impacts on sections of the workforce (like annualised hours) is implemented, the Authority is therefore committed to consultation with employees and their representatives, and recognises that gaining their agreement is likely to have a positive impact on the success of the scheme. The Authority works on the basis that consultation gives all parties the opportunity to raise the issues that are of greatest importance to them and ensures that they are considered from all angles.

2.6 The findings of any consultation will be communicated to the workforce, along with any proposed action resulting from the consultation.

2.8 Training and support

The Authority recognises that both managers and employees may benefit from training to accustom themselves to working patterns with which they are unfamiliar.

3. THE LAW

3.1 From 6 April the Employment Act 2002 introduced a right for employees with 26 weeks' continuous service, a child under the age of six (18 where the child is disabled) and who have parental responsibility for that child, to request a change to the number of hours that they work, the times that they work or their place of work. Parents are defined under the Employment Act 2002 as individuals who "have or expect to have primary responsibility for

the child's upbringing". In practice this means: a biological parent; an adoptive parent; a foster parent; the current partner of a biological or adoptive parent.

- 3.2 The Work and Families Act extends the right to request flexible working by allowing applications to be made by employees who have caring responsibilities for adults. This change applies from April 2007. (Flexible Working (Eligibility, Complaints and Remedies) (Amendment) Regulations 2006).

4. **TYPES OF FLEXIBLE WORKING**

- 4.1 This policy considers the following options, but the Authority recognises that there may be alternatives, and that the working pattern that may suit any particular individual could be a unique one involving a combination of options:

job-sharing;
part-time working;
annualised hours;
compressed hours;
term-time working;
swapping hours;
voluntary-reduced working time;
working from home;
career breaks;

A Job-sharing

This policy offers a brief explanation of job sharing; please see the Authority's separate policy on Job-Sharing for more detailed guidance.

Job sharing is an arrangement whereby two part-time employees share the responsibilities of one position.

In a 'shared responsibility' arrangement the individuals both carry out all the duties of the job, simply picking up the work where the other one left off, while in a 'divided responsibility' arrangement the duties of the position are divided between the two individuals, with each being able to provide cover for the other where necessary.

Benefits to employee

- Permits more time for caring responsibilities or other commitments.
- The employee works at regular, defined times, permitting arrangements in his/her free time to be made in advance.
- Can allow the employee to become more accustomed to increased leisure time in the run-up to retirement.
- Can permit an employee to continue with the security of regular employment while at the same time working on a self-employed basis. Please note that all employees will be required to declare details of any work undertaken outside their Employment Contract. Please see the Authority Policy - GUIDANCE TO STAFF ON PERSONAL INTERESTS, OFFERS OF GIFTS AND HOSPITALITY, AND CARRYING OUT WORK OUTSIDE YOUR CONTRACT OF EMPLOYMENT

Benefits to employer

- Two individuals are likely to bring increased skills and expertise to the position.
- Peak periods of demand can be covered by hours when the two individuals work simultaneously.
- Sick leave and annual leave can be covered.
- Overtime savings may be made.

Points to consider

- Increased costs are likely to result from benefits (e.g. car and health benefits), training, overlap time and equipment where it cannot be shared.
- The arrangement is likely to be unsuccessful unless regular communication and handovers take place between the individuals.
- Account must be taken of what happens if one individual leaves (please refer to the Authority's Job Sharing Policy).
- Demands on line managers increase in line with the number of individuals for whom they have responsibility.

B Part-time working

Part time working is a system whereby the employee is contracted to work fewer than the standard number of contractual hours per year for the type of work in question.

Benefits to employee

- Employee can fit paid work around childcare and other commitments.
- Can allow the employee to become more accustomed to increased leisure time in the run-up to retirement, or to supplement a pension from another employer.
- Can permit an employee to continue with the security of regular employment while at the same time working on a self-employed basis.

Benefits to employer

- Periods of peak demand in production or service can be targeted.
- Can be used to retain the skills of women employees after maternity leave.

Points to consider

- Reduced pay may not make it feasible for all employees.
- There must be no less favourable treatment of part-time workers in relation to pay and other benefits such as pension, sick pay, holiday and training, unless such detrimental treatment can be objectively justified.

C Annualised hours

Annualised hours is a system whereby the employee's contractual working hours are expressed as the total number of hours to be worked over the year, allowing flexible working patterns to be worked throughout this period.

Usually the hours are divided into rostered hours, which are set, and reserve hours, when the employee can be called into work as demand dictates (and to cover unplanned work and employee absence). Payment is usually in 12 equal instalments (although some arrangements permit pay for the work actually done in the period to which the payment relates).

Benefits to employee

- The set hours that an employee is rostered to work will usually be known well in advance.
- Offers regular salary level throughout the year even though hours of work vary.
- Usually results in improved basic pay for staff (and possibly salaried status) as the new rate of pay takes into account the loss of overtime hours.

Benefits to employer

- Particularly suitable where there are predictable fluctuations in activity level for different teams over different periods, or where the situation is less predictable but workload is likely to be heavy at points throughout the year and light at others.
- Greater flexibility to match staffing to the demands of work.
- The working hours necessary to produce an effective customer relationship can be guaranteed.
- Reduced overtime payments.
- Improved productivity.
- A reduction in the cost of employing temporary staff.

Points to consider

- Employees can be called in at short notice so may find they have less freedom in planning their leisure hours.
- Long hours at particular times of the year in industries with seasonal demand can result in increased stress and absence, and difficulties for employees with caring responsibilities.
- Overtime opportunities for employees are reduced or non-existent so can no longer be used as an incentive.
- The employer may find itself paying for hours not actually used.
- Effective communication may be a problem, especially where rostering arrangements mean individuals are away from work for long periods at a time.
- Demands on administrative time and resources are often high.
- The need for overtime may not be removed completely.

D Compressed hours

Compressed hours is a system that permits employees to work their total number of contractual hours over fewer working days. Usually a five-day week is compressed into four days or four and a half days, or a 10-day fortnight into nine days

Benefits to employee

- An extra day per week/fortnight is freed up for the employee, for example, to pursue a hobby or further education, or spend time with dependants.
- No reduction in pay.

Benefits to employer

- Quiet periods of work can be used more effectively if the employee's time off is arranged to coincide with them.
- Staff cover can be extended beyond the normal hours of work.

Points to consider

- Working long hours can cause fatigue and affect performance, cancelling out the advantages of the scheme.

E Term-time working

Is a system whereby the employee works under a permanent contract, but can take unpaid leave of absence during the school holidays.

Salary is usually paid in 12 equal monthly instalments, although the employee could also be paid only for the time worked and receive no pay during the holidays. The contract usually specifies that no annual holiday should be taken during term time.

Benefits to employee

- The problem of finding childcare during school holidays is removed, and the employee can spend more time with his/her children during this time.
- Offers regular salary level throughout the year.

Benefits to employer

- The recruitment and retention of individuals whose childcare responsibilities might otherwise keep them out of the employment market is made possible. This is particularly valuable in areas where recruitment is difficult, and as a means of attracting parents back to work.

Points to consider

- Other employees may be put under pressure not to take their annual holiday during the school holidays.
- The reduction in pay can act as a disincentive.
- Averaged pay will affect the calculation of maternity and other benefits.
- Where a long break from employment would be disruptive to the job or service provided, or where the employee has unique knowledge or skills that are needed on a consistent basis throughout the year, this system may be unsuitable.

F Swapping hours

Swapping hours is a system whereby employees can swap hours or shifts with colleagues doing the same type of work at different times of the day.

Benefits to employee

- Occasional changes in hours or shift can be organised, e.g. to attend a school sports afternoon or prize giving, or to be at home for a delivery or to have repair work done.
- No loss of pay.

Benefits to employer

- The needs of the business or service continue to be met.
- Employees are less likely to take 'sick days' to accommodate their needs, so sickness absence is reduced.
- Where an employee would have taken a day's holiday to meet their personal needs, the possible requirement that the employer may have had to organise cover is removed.
- Minimal managerial involvement is necessary.

G Voluntary reduced working time (V-time)

V time is a system whereby it is agreed that the employee will work reduced hours for a certain period of time, with a return to full-time hours at the end of this period. Although the variation in hours is usually temporary it may also be permanent.

Salary, pension, holiday and other benefits are pro rated during this time.

Benefits to employee

- A temporary reduction in hours allows an employee to accommodate a specific event in his/her life, eg a course of study or a relative's illness, but to return to the security of a full-time position.

Benefits to employer

- The employee's skills are retained on a reduced basis at a point when they might otherwise have been lost completely, and regained on a full-time basis when the agreed period comes to an end.
- The system could also act as a means of permitting an employee recovering from an illness or adjusting to an impairment to return to work on a phased basis.

H Working from home

The Authority currently operates an Offsite Working Policy – please refer to this policy for further guidance.

Working from home is a system whereby the employee carries out all or a proportion of their duties from home rather than on the employer's premises.

It may consist of the occasional day at home to coincide with a domestic requirement, or a regular arrangement of several days a week.

Benefits to employee

- Travel time and costs are reduced, often resulting in a reduction in stress.

- The system may permit more flexible hours, e.g. the employee may be able to start work earlier as a result of no longer having to commute to work.
- The employee may be able to move away from their place of work to take advantage of cheaper house prices or a different lifestyle if the requirement for daily commuting was reduced.

Benefits to employer

- A wider catchment area for recruitment.
- Employees who move out of the immediate vicinity of the workplace may be retained.
- Employees who do not have to commute to work may start their working day more mentally alert.
- Desk and equipment sharing can save on costs.
- The system may make work more feasible for an individual with a disability affecting mobility.

Points to consider

- A higher degree of confidence may need to be placed in the employee as direct supervision of their activities will no longer be possible. This confidence relates both to the individual's ability to undertake the required hours of work, but also to produce work of the required quality without supervision.
- Unless it is clear at which times the employee can be contacted at home regarding work, work time may overspill into the employee's leisure time.
- Employee motivation may be an issue.
- The employee may begin to feel isolated and out of touch with the workplace and the rest of the team.
- Communication may deteriorate, particularly if the individual rarely visits the employer's premises.

I Career breaks

More detailed advice on career breaks is provided in the Authority's Career Break and Sabbaticals Policy.

A career break is a system whereby the employee has an extended period of time away from paid work, often with a guarantee of a return to the same or a similar job at the end of the time.

Benefits to employee

- The employee has an extended period of time away from the workplace to study, spend time with dependants, carry out voluntary work or perhaps travel abroad.
- A career break can be used as an opportunity for personal development.

Benefits to employer

- The employee's skills are retained in the long term.

- New ideas and extra skills, motivation and enthusiasm may result from the employee's period of time away from the workplace.
- While the possibility of a career break to look after young children may be particularly attractive to carers, career breaks can also be used to attract, motivate and retain other sectors of the workforce, for example those who missed out on a 'gap year' of travel between school and university.

Points to consider

- Lack of pay over the career break period is likely to limit the number of employees for whom this will be an option.
- A replacement will have to be found for the employee in his/her absence, or the workload divided between the remaining members of the workforce.
- The individual's status during the career break, and the impact of the break on his/her continuity of service, pension and other conditions of service must be made clear.
- Thought needs to be given as to how any business reorganisation or restructuring might impact on the employee's right to return.
- Time away from the workplace can lead to a loss of skills or confidence.

5. FLEXIBLE WORKING - THE REQUEST PROCEDURE

This procedure follows the statutory procedure as outlined in the Flexible Working Regulations 2002.

5.1 Step 1:

Employees are required to make their request at **least 3 months in advance** of when they would like the flexible working arrangement to commence and are should speak to their line manager in advance of submitting the formal request. The request by the employee should be in writing to their Head of Department and should include the following information:

- State the reasons for wishing to make a flexible working request
- State whether a previous request for flexible working has been made to the employer and, if so, when
- Be dated
- State that it is a request for flexible working
- Specify the flexible working arrangement (e.g. part-time work) that is being requested and the date on which it is proposed that the employee should begin to work under that arrangement
- Explain what effect, if any, the employee thinks their request would have on their employer and how in their opinion any such effect may be dealt with

The Head of Department will consult with the line manager (where applicable) over the request.

Employees are required to submit all applications by using the Flexible Working Application Form (**Appendix 2**).

In a situation where less than 3 months notice of request to change is made, the Authority will try to accommodate consideration of such a request.

5.2 Step 2:

Within 28 days of receiving the request the Head of Department will hold a meeting with the employee. The purpose of this meeting is to discuss the request for flexible working and explore any possible options and alternatives if the original request cannot be granted. If the original request can be met it is not always necessary to hold such a meeting but a meeting between both parties is encouraged regardless to enable a detailed discussion of potential issues to take place.

The employee has the right to be accompanied to any meetings by a trade union official or work colleague.

5.3 Step 3:

At of following the above meeting, The Head of Department is required to have considered the request against the criteria set out in section 2 and to reach an objective decision which either:

- accepts the request; OR
- confirms an alternative arrangement that has been agreed between both parties in the previous meeting OR,
- rejects the request, explaining the business reasons for refusal, and outline the right to appeal against the decision within 14 days of being notified of the decision.

The employee must be notified of the Authority's decision, in writing, within 14 days of the date of the meeting.

5.4 Agreeing a Request

An agreement of a flexible working request will usually allow for a permanent change to be made to an employee's terms and conditions of employment. However, there are some types of flexible working which would not involve a contractual change i.e. occasional swapping of hours, a temporary reduction in hours, occasional home working. In considering a permanent arrangement for the benefit of both parties, it is Authority practice that any change to the working arrangement should initially be for a trial period of 6 months with a review of the working arrangement taking place after 5 months. The review criteria should be identified at the outset. Thereafter, a review of the flexible working arrangements must be discussed as part of the employee's annual appraisal discussion.

Based on the agreement made, Personnel will prepare and issue the appropriate documentation (see appendix 3) to the employee, outlining the changes to their terms and conditions along with any specific requirements i.e. review dates.

5.5 Refusing a Request

Requests for flexible working made by a parent of a carer fulfilling the statutory definitions detailed in section 2 can only be refused for one or more of the following reasons:

- The burden of additional costs
- Detrimental effect on ability to meet customer service requirements
- Inability to re-organise work among existing staff
- Inability to recruit additional staff
- Detrimental impact on quality
- Detrimental impact on performance
- Insufficiency of work during the periods the employee proposes to work
- Planned structural changes
- Other grounds as the Secretary of State may specify by regulations

Requests made by employees other than carers and parents not fulfilling the statutory definition, may also be refused by one of the above reasons. However, it should be minded that requests may be refused for another reason not listed above if the employee does not fulfil statutory eligibility.

The reason(s) for any refusal must be explained by the Head of Department, to the employee in person, and followed up in writing (see Appendix 3)

An employee must subsequently wait 12 months from the date on which his or her last application was refused, before making a further request. However, if the employee does make a request before the 12 month waiting period the Authority may consider such a request at the discretion of the Head of Department.

6. RIGHT OF APPEAL

An employee who is dissatisfied with a decision concerning a flexible working request should use the process outlined below:

- The employee has 14 days after the date they were notified of the decision on their request to appeal in writing to their Departmental Head, setting out the grounds of their appeal.
- The appeal will be heard by a panel of two members of the Senior Management Team not previously involved in the process.
- The appeal will be arranged by the Personnel section within 10 working days of receipt of the staff member's notification of their appeal. There will be an appeal hearing where both parties can attend and present their case. Please see the Authority's guidance note on the format for appeal hearings. See Appendix 2. The employee is entitled to be represented by a trade union representative or a fellow worker.
- The officer hearing the appeal must notify the employee in writing of the Authority's decision within 14 days after the date of the appeal meeting (see standard letters in Appendix 3)

- Time limits may be extended due to absence or any other reasonable reason, by the agreement of both parties and confirmed in writing.

Appendices:

Appendix 1 - Flexible working application form

Appendix 2 – Appeal Hearing Guidance

Appendix 3 – Standard Letters

DRAFT MATERNITY POLICY

Employees with an expected week of childbirth beginning on or after 1 April 2007

SECTION A - INTRODUCTION

1 SCOPE OF THE SCHEME

- 1.1 The occupational maternity policy applies to pregnant employees.
- 1.2 This policy sets out the statutory rights and responsibilities of employees who are pregnant or have recently given birth and gives details of the arrangements for antenatal care, pregnancy-related illness, and maternity leave and pay.
- 1.3 The Authority recognises that, from time to time, employees may have questions or concerns relating to their maternity rights. It is the Authority's policy to encourage open discussion with employees to ensure that questions and problems can be resolved as quickly as possible. As the maternity provisions are complex, if an employee becomes pregnant she should clarify the relevant procedures with Personnel to ensure that they are followed correctly.

2. THE LAW

- 2.1 Essentially, a woman's rights in pregnancy and maternity can be summarised as follows:
- The right to have paid time off during working hours for antenatal care (see section D)
 - The right to special protection under health and safety legislation (see section D)
 - The right to be paid statutory maternity pay (SMP), subject to satisfying the qualifying conditions (see section C)
 - The right not to suffer a detriment on account of pregnancy or maternity leave (see section D)
 - The right to take maternity leave and return to work (see section B)
 - The right not to be dismissed on account of pregnancy or maternity leave (see section D)

3 DEFINITIONS

- 3.1 The following definitions are used in this policy:
- 3.2 'Expected Week of Childbirth' (EWC) means the week, starting on a Sunday, during which the employee's doctor or midwife expects her to give birth.
- 3.3 'Qualifying week' means the 15th week before the EWC.

SECTION B – MATERNITY LEAVE

4. NOTIFICATION OF PREGNANCY

4.1 On becoming pregnant, an employee should notify her line manager as soon as possible. This is important as there are health and safety considerations for the Authority (see section D). Personnel will confirm this initial notification in writing (see letter in Appendix 2)

4.2 At least 28 days before her absence begins, or as soon as reasonably practicable afterwards, but preferably by the 15th week before the expected week of childbirth.

The employee is required to inform the Authority in writing of:

- the fact that she is pregnant;
- her expected week of childbirth; and
- the date on which she intends to start her maternity leave.

4.3 The employee must also provide a MAT B1 form, which is a certificate from a doctor or midwife confirming the expected week of childbirth. The form must have either the doctor's name and address or the midwife's name and registration number on it.

Changing the date on which Maternity Leave Starts

4.4 The employee is permitted to bring forward her maternity leave start date, provided that she advises the Authority in writing at least 28 days before the new start date or, if that is not possible, as soon as reasonably practicable. The employee may also postpone her maternity leave start date, provided that she advises the Authority in writing at least 28 days before the original proposed start date or, if that is not possible, as soon as reasonably practicable.

4.5 The Personnel Section will formally respond in writing to the employee's notification of her leave plans within 28 days, (see model letter in Appendix 3) confirming the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave.

4.6 The Personnel Section will also write to the employee within 28 days of receiving her notification, to confirm her expected date of return if her maternity leave has been triggered by childbirth or a pregnancy-related illness.

5. ORDINARY AND ADDITIONAL MATERNITY LEAVE

5.1 All pregnant employees whose expected week of childbirth begins on or after 1 April 2007 are entitled to take up to 26 weeks' ordinary maternity leave and up to 26 weeks' additional maternity leave, making a total of 52 weeks. This is regardless of the number of hours they work or their length of service. Additional maternity leave begins on the day after ordinary maternity leave ends and is unpaid.

5.2 The law obliges all employees to take a minimum of two weeks of maternity leave immediately after the birth of the child.

6. COMMENCEMENT OF MATERNITY LEAVE

6.1 Ordinary maternity leave can start at any time after the beginning of the 11th week before the employee's expected week of childbirth (unless her child is born prematurely before that date in which case it will start earlier). Maternity leave (and maternity pay) will start on whichever date is the earlier of:

- the employee's chosen start date;
- the day after the employee gives birth; or

- the day after any day on which the employee is absent for a pregnancy-related reason in the four weeks before the expected week of childbirth.

6.2 If the employee gives birth before her maternity leave was due to start, she must notify the Authority in writing of the date of the birth as soon as reasonably practicable.

7. **BENEFITS DURING MATERNITY LEAVE**

A: Ordinary Maternity Leave

7.1 During the period of ordinary maternity leave, the employee's contract of employment continues in force and she is entitled to receive all her contractual benefits, except for salary (see section C for details of Maternity Pay). In particular, any benefits in kind (i.e. car user allowance) will continue; annual leave entitlement will continue to accrue; and pension contributions will continue to be made. Employer pension contributions will be based on the woman's normal level of pay. The woman will also pay contributions, but based on the maternity pay she actually receives. If she receives no pay during this time, for example, because she does not qualify for Statutory Maternity Pay (SMP) or Maternity Allowance (MA), she will not have to pay any contributions, but the period of unpaid leave will still count as service under the pension scheme.

7.2 Any failure on the part of the Authority to maintain contractual benefits would constitute a breach of contract. Failure to continue benefits would also amount to sex discrimination. Women do not require any minimum period of qualifying service to complain about either of these to an employment tribunal.

B: Additional Maternity Leave

7.3 During the period of additional maternity leave, the employee's contract of employment remains in force but only some terms of the contract will continue to apply. Normal contractual benefits will be suspended, **except for the accrual of annual leave**, and the only terms that apply during additional maternity leave are the following:

- The employee is entitled to receive her contractual notice period if her employment is terminated.
- The employee is entitled to receive a redundancy payment in the event of redundancy.
- The terms and conditions in the employee's contract of employment relating to disciplinary and grievance procedures will continue to apply.
- The employee is bound by her implied obligation of good faith to the Authority.
- The employee must give the Authority the notice provided for in her contract if she wishes to terminate her employment.
- The employee is bound by the terms in her contract relating to disclosure of confidential information, the acceptance of gifts or other benefits and the restrictions on participation in any other business.

7.4 During additional maternity leave annual leave will continue to accrue.

Pension Contributions during Additional Maternity Leave

7.5 During AML both the employer and the employee must pay pension contributions throughout the period in which the employee receives any statutory and/or occupational maternity pay. No contributions will be payable by either the employee or the employer in any period of AML in which a woman receives no pay. This period will not count towards the employee's pensionable service.

7.6 However, when the employee returns to work, or equally if she resigns or is dismissed during or after AML, she should be given the choice of paying the contributions relating to

any period of unpaid additional maternity leave, so that the whole period will count as pensionable service. If the employee opts to pay contributions to cover the period of unpaid maternity leave then the employer will pay contributions on notional full pay.

Maternity Leave and Annual Leave

- 7.7 Annual leave accrues over the whole of the employee's maternity leave period, i.e. during both the paid and the unpaid part. If the employee is intending to return to work, therefore, she may wish to take a proportion of her annual leave entitlement in advance of her maternity leave, subject of course to the demands of the service.
- 7.8 Employees are reminded that holiday must be taken in the year that it is earned and therefore if the holiday year is due to end during maternity leave, the employee should take the full year's entitlement before starting her maternity leave.
- 7.9 Employees should note, however, that if they do not return to work after their period of maternity leave (and parental leave, if taken, see section 21) for at least three months, then the Authority will reclaim any monies owing for leave taken in excess of entitlement, as well as occupational maternity pay.
- 7.10 For staff not wishing to return to work, annual leave will be calculated up to the last day of employment.
- 7.11 If maternity leave spans over two annual leave years, under normal circumstances the employee will not be entitled to carry over in excess of five days leave (pro-rata for part-timers) outstanding from the previous year.

Bank Holidays and Maternity Leave

- 7.12 Women are entitled to bank holidays (pro rata where applicable) that fall within their **Ordinary Maternity Leave** and should have the opportunity to substitute days before or after their maternity leave in the same way as annual leave. Any such leave must be taken in the year within which it accrues, subject to a maximum carry-over of 5 days (see above).

8. CONTACT DURING MATERNITY LEAVE

- 8.1 Shortly before an employee's maternity leave starts, the Authority will discuss the arrangements for her to keep in touch during her leave. This may include sending details of job vacancies. The Authority reserves the right in any event to maintain reasonable contact with the employee from time to time during her maternity leave. This may be to discuss the employee's plans for return to work, to discuss any special arrangements to be made or training to be given to ease her return to work or simply to update her on developments at work during her absence.

9. KEEPING-IN-TOUCH-DAYS

- 9.1 Except during the first two weeks after childbirth, an employee can agree to work for the Authority (or to attend training) for up to 10 days during either ordinary maternity leave or additional maternity leave without that work bringing the period of her maternity leave to an end and without loss of a week's SMP. These are known as 'keeping-in-touch' days. Any work carried out on a day shall constitute a day's work for these purposes.
- 9.2 The Authority has no right to require the employee to carry out any work, and the employee has no right to undertake any work, during her maternity leave. Any work undertaken, including the amount of salary paid for any work done on keeping-in-touch days, is entirely a matter for agreement between the Authority and the employee. Any keeping-in-touch days worked do not extend the period of maternity leave.

- 9.3 The amount of pay (e.g. a day's pay) for working on a 'keeping-in-touch' day is a matter for agreement between the Authority and the employee and should be set out clearly in advance, along with the amount of pay the employee will receive for that particular week. However, such an agreement must comply with other employment legislation in relation to paying employees such as the National Minimum Wage Regulations or the Equal Pay Act. In other words the rate of pay for working on a KIT day cannot be lower than the hourly rate of the national minimum wage to which the woman is entitled and must be equal to the pay that a male employee would receive for performing the same work or work of equal value.
- 9.4 **Once the keeping-in-touch days have been used up, the employee will lose a week's SMP for any week in which she agrees to work for the Authority.**
- 9.5 **It may be appropriate to arrange a keeping-in-touch day to conduct an appraisal interview. Alternatively, depending on timing, the appraisal interview could be held before or after maternity leave.**

10. RETURNING TO WORK

- 10.1 The employee will be formally advised in writing by the Authority of the date on which she is expected to return to work if she takes her full 52-week entitlement to maternity leave. The employee is expected to return on this date, unless she notifies the Authority otherwise. If she is unable to attend work at the end of her maternity leave due to sickness or injury, the Authority's normal arrangements for sickness absence will apply. In any other case, late return without prior authorisation will be treated as unauthorised absence.
- 10.2 Where it is unreasonable to expect her to return on the notified day, because of an interruption of work (whether due to industrial action or some other reason), she may instead return when work resumes, or as soon as reasonably practicable thereafter.
- 10.3 While the employee is under no obligation to do so, it would assist the Authority if she confirms as soon as convenient during her maternity leave that she will be returning to work as expected.

Returning before the Expected Date of Return

- 10.4 If the employee wishes to return to work earlier than the expected return date, she must give the Authority at least 7 days notice if taking Ordinary Maternity Leave (OML), and 21 days notice if taking Additional Maternity Leave (AML), of her date of early return, preferably in writing. If she fails to do so, the Authority may postpone her return to such a date as will give the Authority 7 or 21 days notice, depending on whether the employee is currently on OML or AML, and provided that this is not later than the expected return date.
- 10.5 If the employee decides not to return to work after maternity leave, she must give notice of resignation as soon as possible and in accordance with the terms of her contract of employment. If the notice period would expire after maternity leave has ended, the Authority may require the employee to return to work for the remainder of the notice period.

Parental Leave

- 10.6 The employee may also take Parental Leave at the end of maternity leave entitlement. See the Parental Leave Scheme for more information.

11. RIGHTS ON OR AFTER RETURN TO WORK

- 11.1 On returning to work after maternity leave, the employee will be able to return to the job in which she was employed under her original contract of employment, on terms and conditions not less favourable than those which would have been applicable to her if she

had not been absent. 'Job' for this purpose means the nature of the work which she was employed to do and the capacity and the place in which she was employed to do it.

Where it is not practicable by reason of redundancy for the Authority to permit the employee to return to work in her 'job' as defined above, she will be entitled to be offered a suitable alternative vacancy where one exists, providing:-

- (i) That the work to be done in that post is suitable to her and appropriate to her circumstances.
- (ii) That the capacity and place in which she is to be employed are not substantially less favourable;
- (iii) Her terms and conditions of employment are not substantially less favourable to her than if she had been able to return to the job in which she was originally employed.

11.2 An employee who worked full-time prior to her maternity leave has no automatic right to return to work on a part-time basis or to make other changes to her working patterns. However, all requests for part-time work or other flexible working arrangements will be considered in line with the operational requirements of the Authority's business. If an employee would like this option to be considered, she should request a copy of the Flexible Working policy and follow the applications guidelines set out within the policy. This should be done as soon as possible in advance of her return date, so that there is adequate time for full consideration of the request.

11.3 However, if an employer declines to allow an employee to make changes to her work patterns following her return from maternity leave, this could have the potential to amount to indirect sex discrimination contrary to the Sex Discrimination Act 1975. This is regardless of whether or not the employer has duly complied with the statutory procedure for consideration of a flexible working request. In practice, employers will need to consider thoroughly any requests made in line with operational requirements and, if they are declined, be able to establish that there is a sensible business justification requiring that employees work full-time, at set times of the day or on the Authority's premises.

SECTION C - MATERNITY PAY (STATUTORY AND ENHANCED)

12. STATUTORY (less than 1 year's continuous service)

12.1 Payments for employees who have less than 1 year's continuous local government service at the beginning of the 11th week before the EWC shall be the employee's entitlement to Statutory Maternity Pay (SMP).

12.2 Statutory maternity pay is payable for up to 39 weeks during maternity leave. An employee is entitled to SMP if:

- she has been continuously employed by the Authority for at least 26 weeks at the end of the qualifying week and she is still employed during that week (but not necessarily until the end of the qualifying week);
- her average weekly earnings in the eight weeks up to and including the qualifying week are not less than the lower earnings limit for national insurance contributions (£84 per week for the 2006/07 tax year);
- she is still pregnant 11 weeks before the start of the expected week of childbirth (or has already given birth);
- her baby is still born from the 25th week of pregnancy
- she provides a MAT B1 form stating her expected week of childbirth; and

- she gives the Authority proper notification of her pregnancy in accordance with the rules in section B, paragraph 4.
- 12.3 Statutory maternity pay is treated as earnings and is therefore subject to PAYE and National Insurance deductions and (where appropriate) pension contributions.
- 12.4 SMP is normally paid weekly, but can, if the Authority chooses, be paid as a lump sum.
- 12.5 No extra SMP is paid for multiple births.
- 12.6 Payment of SMP cannot start prior to the 11th week before the employee's expected week of childbirth. **Statutory maternity pay can start from any day of the week in accordance with the date the employee starts her maternity leave.**
- 12.7 SMP is payable at :
- 90% of normal weekly earnings for the first six weeks. Normal weekly earnings for this purpose is the average of the woman's actual earnings over the eight-week period up to and including the qualifying week;
 - Currently, £108.85 for the remaining 33 weeks (or 90% of a week's pay if this is less)

£108.85 is the standard rate of SMP from April 2006. This is due to increase to £112.75 from 1 April 2007.

Statutory maternity pay is payable whether or not the employee intends to return to work after her maternity leave.

Leaving the Authority

- 12.8 The employee will still qualify for SMP if she leaves the employment of the Authority, as long as the above requirements are met and she leaves work after the start of the qualifying week. Payment of SMP would commence from the later of:
- The 11th week before the EWC; or
 - The day after her employment ends.
- 12.9 If, however, the employee then begins work for a new employer, she will not be entitled to SMP from the Authority (unless she began employment with a related employer with no break in service).

Maternity Allowance

- 12.10 An employee who is not entitled to SMP may be entitled to receive Maternity Allowance (MA). The Authority will provide her with an exclusion form (form SMP1) so that she may claim state maternity allowance instead. Maternity Allowance is payable by the Department for Work and Pensions (DWP), provided the woman satisfies the contribution conditions based on her previous employment or self-employment. To qualify for MA, a woman must have been employed or self-employed for at least 26 weeks of the 66-week period up to the beginning of the expected week of childbirth. The earnings threshold at which an employee becomes eligible to receive MP is £30 per week over a 13 week period. From 2 April 2006 the standard rate of MA is £108.85 per week or 90% of her average weekly earnings, whichever is the lesser amount.

SMP and Casual Workers

12.11 A casual worker of the Authority will be entitled to receive statutory maternity pay (SMP) if:

1. She works under a contract of employment
2. The Authority is responsible for paying employer's secondary and employee's primary Class 1 National Insurance contributions on her earnings

12.12 The casual employee will also have to meet the other eligibility criteria (see paragraph 12.1.3). In particular, she must have at least 26 weeks' continuous service (regardless of number of hours worked per week) by the end of the qualifying week (the 15th week before the expected week of childbirth).

12.13 S will be eligible for SMP even if, in any week during the 26-week period up to the end of the qualifying week, she did not work because the employer had no work to offer her. However, if she did not work during any week in this 26-week period because she turned down an offer of work, continuous employment is broken and she would not be entitled to SMP.

13. ENHANCED MATERNITY PAY

13.1 Payments for employees who have completed 1 year's continuous local government service at the 11th week before the expected week of childbirth shall be as set out below.

Calculation of Continuous Service

13.2 The National Agreement on Pay and Conditions and Service provides that, for the purposes of calculating entitlement to enhanced maternity pay, continuous service will include:

1. Any previous continuous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999 applies.
2. The preservation of continuous service where an employee has returned to local government service following a break for maternity reasons or reasons concerned with caring for children or other dependants, provided that the break in service does not exceed eight years and that no permanent paid full time employment was undertaken during the break.
3. The preservation of continuous service if an employee is transferred under the Transfer of Undertakings (Protection of Employment) Regulations 2006 to an organisation not covered by the Order and then returns to local government service – without a break in employment – within five years of the original transfer.

Weeks 1-6

13.3 For the first six weeks, SMP/MA is paid at the higher rate, which is equivalent to 90% of the employee's average weekly earnings calculated over the period of eight weeks up to and including the qualifying week. For the purpose of calculating average weekly earnings, shift allowances and overtime payments are all included.

Weeks 7-18

- 13.4 An employee who declares in writing that she intends to return to work for at least 3 months after her maternity leave, will receive half pay plus SMP without deduction, except to the extent that the half pay plus SMP exceeds full pay.
- 13.5 The employee can also receive the equivalent amount (i.e. twelve weeks' pay) on any other mutually agreed distribution.
- 13.6 **Payments made in addition to SMP are occupational maternity pay, and are made on the understanding that the employee will return to local authority employment for at least 3 months. If she does not do so, she will be requested to refund payments made to her in addition to SMP.**
- 13.7 For employees not intending to return to work, payments for the subsequent 33 weeks shall be the employee's entitlement to SMP.

Weeks 19-39

- 13.8 The standard rate of SMP is paid for the remaining 21 weeks (or less if the employee returns to work sooner). This is paid at a rate set by the Government for the relevant tax year, or 90% of the employee's average weekly earnings calculated over the period of eight weeks up to and including the qualifying week if this is lower than the Government's set weekly rate.

Weeks 40-52

- 13.9 This period of maternity leave is unpaid.

14. PAYRISE

If the employee becomes eligible for a pay rise between the start of the original calculation period and the end of her maternity leave (whether ordinary maternity leave or additional maternity leave), the higher or standard rate of SMP will be recalculated to take account of the employee's pay rise, regardless of whether SMP has already been paid. This means that the employee's SMP will be recalculated and increased retrospectively, or that she may qualify for SMP if she did not previously. The employee will be paid a lump sum to make up any difference between SMP already paid and the amount payable as a result of the pay rise.

15. EMPLOYEE'S OBLIGATIONS

The employee has certain obligations and is required to notify her employer if any of the following occur:

- (i) She is in legal custody at any time during her maternity pay period (under such circumstances she will be excluded from receiving SMP if she is taken into custody during the first week of the maternity pay period, and her maternity pay period (MPP) will automatically come to an end if she is taken into legal custody during any week of the MPP).
- (ii) She starts work with a different employer within her maternity pay period and after the childbirth (under such circumstances she will be excluded from receiving SMP and may be required to pay back any enhanced maternity pay, her MPP will also come to an end)

SECTION D – OTHER INFORMATION

16 TIME OFF FOR ANTENATAL CARE

- 16.1 Once an employee has advised the Authority that she is pregnant, she will be entitled to take reasonable paid time off work to attend antenatal appointments as advised by her doctor, registered midwife or registered health visitor.
- 16.2 In order to be entitled to take time off for antenatal care, the employee is required to produce a certificate from her doctor, registered midwife or registered health visitor, stating that she is pregnant. Except in the case of the first appointment, the employee should also produce evidence of the appointment, such as a medical certificate or appointment card, if requested to do so.
- 16.3 Antenatal care may include relaxation and parent craft classes that the employee's doctor, midwife or health visitor has advised her to attend, in addition to medical examinations.
- 16.4 The employee should endeavour to give her line manager as much notice as possible of antenatal appointments and, wherever possible, try to arrange them as near to the start or end of the working day as possible.

17. HEALTH AND SAFETY

- 17.1 The Authority has a duty to take care of the health and safety of all employees. The line manager is required to carry out a risk assessment to assess the workplace risks to women who are pregnant, have recently given birth or are breastfeeding (see attached form in Appendix 1). The Authority will provide the employee with information as to any risks identified in the risk assessment. If the risk assessment reveals that the employee would be exposed to health hazards in carrying out her normal job duties, the Authority will take such steps as are reasonably necessary to avoid those risks, such as altering the employee's working conditions. In some cases, this may mean offering the employee suitable alternative work (if available) on terms and conditions that are not substantially less favourable.
- 17.2 If it is not possible for the Authority to alter the employee's working conditions to remove the risks to her health and there is no suitable alternative work available to offer her on a temporary basis, the Authority may suspend her from work on maternity grounds until such time as there are no longer any risks to her health. This may be for the remainder of her pregnancy until the commencement of her maternity leave. If an employee is suspended in these circumstances, her employment will continue during the period of the suspension and it does not in any way affect her statutory or contractual employment and maternity rights. The employee will be entitled to her normal salary and contractual benefits during the period of her suspension, unless she has unreasonably refused an offer of suitable alternative employment.
- 17.3 In order to protect her own health and safety and that of her unborn child, it is important that the employee informs her manager at the earliest possible date that she is pregnant.

18. SICKNESS ABSENCE

- 18.1 If an employee is absent from work during pregnancy owing to sickness, she will receive normal statutory or contractual sick pay in the same manner as she would during any other sickness absence provided that she has not yet begun ordinary maternity leave. If, however, the employee is absent from work due to a pregnancy-related illness after the beginning of the fourth week before her expected week of childbirth, her maternity leave will start automatically.

- 18.2 If the employee is absent from work wholly or partly because of pregnancy during the four weeks before the expected week of childbirth, she must notify the Authority in writing of this as soon as reasonably practicable.
- 18.3 Maternity related sickness absence will be recorded separately from other sick leave and should not be counted in or trigger any sickness absence or capability proceeding. It is therefore essential to state pregnancy related illness explicitly on the self-certification form.
- 18.4 Where a woman is sick at the end of her maternity leave, normal sick pay arrangements will apply.

19. PREMATURE BIRTHS AND STILL BIRTHS

19.1 Birth of a Live Child

If the employee gives birth to a live child, even if the child later dies, at any point in her pregnancy she will be entitled to maternity leave, SMP and MA in the usual way. In the case of premature birth, i.e. the employee gives birth before the 11th week before the EWC, SMP will start on the day after the birth. The woman's right to receiving SMP is not affected by an early birth because the 26 weeks' continuous employment rule is dependent ultimately on the expected week of childbirth and not the actual date the baby is born.

19.2 Death of a Baby and Still Birth

If the employee's baby dies or is still born from and including the 25th week of pregnancy onwards, the Occupational Maternity Scheme still applies. If her baby dies or is still-born before the 25th week, the employee's line manager should discuss with the mother, an appropriate date on which she might return to work. The Staff Care Network can provide information on organisations that give support to people in these extremely difficult circumstances.

20. SEPARATE EMPLOYMENT

- 20.1 If a woman has two separate jobs, she will be entitled to receive statutory maternity pay (SMP) from both employers, provided she meets the qualifying conditions in respect of each employment, particularly the minimum earnings criteria. Her average weekly earnings over the eight-week period up to the end of the qualifying week must be over the lower earnings limit for National Insurance purposes (£84 per week for the 2006/07 tax year; £82 per week for 2005/06).
- 20.2 Where the two employers for whom the woman works are associated organisations, or where she has two contracts with the same employer, there may be an entitlement to have the two sets of earnings aggregated for the purpose of calculating her earnings. Such aggregation will, however, not be required if it is not reasonably practicable for the employer because, for example, earnings under the different contracts are calculated separately. In these circumstances, the woman may not qualify for SMP at all if her earnings in each contract fall below the minimum level required to qualify.

21. PATERNITY LEAVE/MATERNITY SUPPORT LEAVE AND PARENTAL LEAVE

- 21.1 At or around the time of the birth, the employee's partner or nominated carer may be entitled to the following leave:

Paternity Leave

- 21.2 Statutory Paternity Leave is currently available for 2 weeks. An employee who is the biological father of a child, or the mother's husband, civil partner or partner, and who has been continuously employed for 26 or more weeks by the end of the 15th week before the EWC, has the qualified right to take up to two week's paternity leave. The statutory scheme allows employees the option to take either one week or two consecutive weeks but not odd days. Paternity Leave is paid at the rate of Statutory Paternity Pay (SPP).
- 21.3 Please see the Authority's Maternity Support Leave and Paternity Leave policy for further information and guidance.

Maternity Support Leave

- 21.4 The National Agreement on Pay and Conditions of Service provides for Maternity Support Leave (MSL) for eligible employees. MSL is available to a person nominated by an expectant mother, to be the primary provider of support and care to her at or around the time of the birth of her child. The nominee must be an employee of the Authority and is entitled to 5 days paid leave (pro rata for part time employees).
- 21.5 If the employee is also eligible for Paternity Leave, it may be possible for them to taken one week of MSL and one week of Paternity Leave.
- 21.6 Please see the Authority's Maternity Support Leave and Paternity Leave policy for further information and guidance.

Parental Leave

- 21.7 For eligible employees the entitlement is to take up to 13 weeks unpaid parental leave until the child's fifth birthday.
- 21.8 Please see the Authority's Parental Leave Policy.

22. PROTECTION FOR EMPLOYEES WHO ARE PREGNANT OR ON MATERNITY LEAVE

- 22.1 Employees will be protected from suffering detriment or unfair dismissal for reasons relating to pregnancy or maternity leave. An employee who believes that they have suffered detriment short of dismissal should first use the Authority's internal grievance procedure.

Detrimental Treatment; Dismissal

- 22.2 If an employee is pregnant or on maternity leave, she is protected from detrimental treatment (being treated unfairly or less favourably due to an act, or deliberate failure to act by the employer) or dismissed (if the reason for the dismissal given for the dismissal is connected to her pregnancy) because she:
- Is pregnant;
 - Has given birth to a child;
 - Has taken, or seeks to take, ordinary or additional maternity leave;
 - Has taken, or seeks to take, any of the benefits of ordinary maternity leave;

- Has been suspended from work for health and safety grounds connected to her maternity.
- Where the reason for detrimental treatment or dismissal is that she failed to return to work after ordinary or additional maternity leave in cases where either:
 - A)The Authority did not notify her in accordance with the statutory duties or otherwise of the date on which her maternity leave would end and she reasonably believed that her maternity leave had not ended;
 - B)The Authority gave her less than 28 days' notice of the date on which her maternity leave would end and it was not reasonably practicable for her to return on that date.
- Where she is being made redundant during her maternity leave and she has not been offered any available suitable alternative employment.

NOTE - In the circumstances outlined above she will be entitled to bring unfair dismissal claims, regardless of the length of her service.

If the employee is dismissed at any time during her pregnancy or maternity leave she will be entitled to be provided with written reasons for her dismissal (whether requested or not).

The Authority is entitled to dismiss employees for reasons unconnected to their pregnancy, e.g. misconduct reasons. Employees need to have one year's service to make an unfair dismissal claim in these circumstances.

23. Further Advice and Guidance

Guidance on maternity entitlements for employees of the Authority is available from the Personnel Section.

ANNUAL LEAVE POLICY

1. INTRODUCTION

- 1.1 The annual leave year runs from 1 April to 31 March.
- 1.2 All annual leave must be recorded on leave cards and be authorised by the appropriate line manager.
- 1.3 The timing of annual leave is at the discretion of the appropriate line manager with due regard to the wishes of the employee and the constraints of the service.
- 1.4 A maximum of 5 days annual leave (pro rata for part time employees) may be carried over from one leave year to the next at the discretion of the appropriate line manager and must be taken by the end of May in the new leave year. Any balance above this limit will be lost.

2. ANNUAL LEAVE ENTITLEMENT

- 2.1 Annual leave entitlement is dependent on the length of continuous service which will include continuous previous service with any public authority to which the Redundancy Payments Modification Order (Local Government) 1983 (as amended) applies. A list of recognised organisations for the purposes of annual leave can be obtained from the Personnel section.
- 2.2 Where an employee returns to local government service following a break for maternity reasons she will be entitled to have previous service taken into account in accordance with the Authority's sickness and maternity policies provided that the break in service does not exceed eight years and that no permanent paid full time employment has intervened. For the purpose of the calculation of entitlement to annual leave the eight years time limit does not apply provided that no permanent full time employment has intervened.

2.3 Annual Leave Chart

All Staff	Annual Days Entitlement
On Commencement of Employment	24 days (pro-rata for part time employees)
After 5 Years Continuous Service	29 days (pro-rata for part time employees)

- 2.4 The rise in annual leave after 5 years continuous service will take effect pro rata to service in the leave year in which the fifth anniversary of appointment falls. E.g. on 5 September an employee has continuous service of 5 years. In the year in which the anniversary falls the employee would be entitled to 3 additional days with 29 days awarded on 1 April of the following leave year.

Example:

Additional days ÷ number of days in a full year x number of days from anniversary to 31 March

E.g. (5 ÷ 365 x 208 = 3 days)

- 2.5 Full time employees' annual leave is calculated in days.
- 2.6 Part time employees' annual leave is calculated in hours.
- 2.7 For employees working compressed hours, annual leave is calculated in hours.
- 2.8 Where employees contracted hours are other than the standard 37 hours a week, annual leave will be calculated on a pro rata basis.

Example:

Full time holiday entitlement in days x full time average day ÷ full time hours per week x hours worked per week.

E.g. $24 \times 7.4 \div 37 \times 22 = 106$ hours

- 2.9 Where employees contracted hours are other than the standard 37 hours a week or where they are working compressed hours, whatever hours they are due to work on the day or half day that the holiday falls, then that amount of hours must be deducted from their holiday entitlement.

New Employees/Change in hours

- 2.10 Entitlement to paid holidays will begin to accrue on the first day of employment.
- 2.11 Where the amount of statutory paid holidays that has accrued includes a fraction of a day other than a half-day, the fraction will be rounded up to a half day if it is less than a half day and rounded up to a whole day if it is more than a half-day.

E.g. $2.2 = 2.5$ and $2.7 = 3.0$

Examples:

- A. A new employee who is contracted to work 37 hours per week commencing employment on 17 June:
Full time holiday entitlement ÷ number of days in full leave year x number of days remaining in current leave year.
E.g. $24 \div 365 \times 288 = 19$ days
- B. A new employee who is contracted to work 22 hours per week commencing employment on 17 June:
Full time holiday entitlement ÷ number of days in full leave year x number of days remaining in current leave year x full time average day ÷ full time hours per week x hours worked per week.
E.g. $24 \div 365 \times 288 \times 7.4 \div 37 \times 22 = 84$ hours

Leavers

- 2.12 If an employee's contract is terminated their leave entitlement is proportionate to the part of the leave year that has been worked.

Examples:

- A. An employee who is contracted to work 37 hours per week and who's contract is terminated on 16 June:

Holiday entitlement in days ÷ number of days in full leave year x number of days remaining in current leave year. The total is then subtracted from the full annual entitlement in days.

E.g. $29 \div 365 \times 288 = 23$. $29 - 23 = 6$ days

- B. An employee who is contracted to work 22 hours per week and who's contract is terminated on 16 June:

Holiday entitlement in hours ÷ number of days in full leave year x number of days remaining in current leave year. The total is then subtracted from the full annual entitlement in hours.

E.g. $128 \div 365 \times 288 = 101$. $128 - 101 = 27$ hours

- 2.13 Line managers must advise the Personnel section if an employee has overtaken their leave entitlement so that their final salary can be deducted accordingly. If an employee has annual leave owing to them they should be advised to take this before they leave the Authority.

Holiday during Sickness Absence

- 2.14 An employee who is sick whilst on annual leave will have their annual leave re-credited, subject to the employee complying with the Sickness Notification Procedure and producing medical certificates if required.
- 2.15 Employees on sickness absence continue to accrue annual leave in the current leave year. For the time an employee is on half or nil pay, leave will be accrued in accordance with the Working Time Directive.
- 2.16 The right to claim untaken annual leave after sickness absence only applies to the current annual leave year, and should be requested in the normal way and approved by the employee's line manager. If sickness absence continues into the following leave year, a maximum of 5 days' leave (pro rata for part time employees) may be carried forward.
- 2.17 If an employee is absent from work due to sickness for the whole of a holiday year, they will not accrue any entitlement to any statutory or contractual holiday in respect of that year.
- 2.18 An employee will not be able to request paid annual leave whilst sick.
- 2.19 If an employee is returning to work after long term sickness, remaining annual leave should be considered and it may be agreed that annual leave should be incorporated into a phased return period.
- 2.20 When an employee is on long term sick leave and they have not been at work in the current leave year they will not be entitled to payment of annual leave on termination of employment.

3. PUBLIC HOLIDAYS

- 3.1 The Working Time Directive provides for the right to four weeks' annual leave per year; paid time off for public and bank holidays forms part of this statutory entitlement. The Authority provides public holiday leave entitlement in addition to contractual annual leave.

There are 8 public holidays as follows:-

Easter: Good Friday & Easter Monday

May Day:	Monday
Spring Bank Holiday:	Monday
Summer Bank Holiday:	Monday
Christmas:	Christmas Day & Boxing Day
New Year:	New Years Day

Public Holiday entitlement for part time employees

3.2 Employees who work part time will receive their public holiday entitlement in proportion to their contractual hours of work.

Example:

For an employee contracted to work 22 hours per week:

Full time public holiday entitlement in days x full time average day ÷ full time hours per week x hours worked per week.

E.g. $8 \times 7.4 \div 37 \times 22 = 36$ hours

3.3 The pro-rata entitlement to public holidays will be calculated separately from the annual leave entitlement and will be administered with an element of choice by the employee as to how to address the shortfall between their entitlement and the number of paid hours' absence from work. A leave card has been specifically produced for this purpose. The card indicates the pro rata entitlement to public holidays. As each holiday falls there is a choice to either:

- a). reduce the bank holiday entitlement
- b). deduct from the annual leave entitlement
- c). work extra hours to compensate for the paid time off taken in excess of their entitlement. The extra hours should be worked ideally within the week the public holiday falls but certainly within the month.

3.4 Whatever hours an employee is due to work on the day that the public holiday falls, then that amount of hours must be deducted from their public holiday entitlement.

3.5 If an employee is not due to work on a day that a public holiday falls there should be no deduction from the entitlement.

3.6 If public holiday entitlement (calculated in hours) for a part time employee exceeds the number of public holidays they are due to work then this will be credited to their annual leave entitlement.

SPECIAL LEAVE POLICY

1. INTRODUCTION

- 1.1 The Authority acknowledges its part in supporting employees to achieve the necessary balance between home and work responsibilities and has adopted a flexible approach to enable its staff to achieve this. This approach includes special leave.
- 1.2 Each request for special leave will be considered according to the particular needs and circumstances of the employee, taking into account service delivery at all times.
- 1.3 The amount of special leave granted will be judged on an individual basis and on the exigencies of the service and will be subject to the availability of other leave e.g. flexi-leave and annual leave.
- 1.4 Approval for special leave must be sought by the employee from their line manager who should consult with the Personnel & Training Officer. Any special leave granted should be reported to the Head of Department and the Personnel section prior to the absence.
- 1.5 All special leave must be recorded on leave cards and be authorised by the appropriate line manager.

2. SPECIAL LEAVE WITH PAY

BEREAVEMENT LEAVE

- 2.1 Bereavement leave may be granted in respect of an employee's:
- Partner;
 - Close family member e.g. parent, parent in-law or guardian, grandparent, son, son in-law, daughter, daughter in-law or ward, brother, brother in-law, sister, sister in-law or partner's close family;
 - Any other dependant, who may have lived independently, but for whom the responsibilities surrounding bereavement rests solely on the employee, i.e. where the relationship necessitates handling funeral arrangements and/or estate e.g. executor or only living relative of a distant relation.
- 2.2 The entitlement is for up to 5 days paid leave (pro-rata for part time staff). The entitlement need not be taken continuously but can be broken down and is for the purpose of organising the practical needs of each case. As a minimum, time will usually be granted to attend the funeral.

TIME OFF TO DEAL WITH INCIDENTS INVOLVING DEPENDANTS

- 2.3 Under the Employment Rights Act 1996, employees have a statutory right to **unpaid** time off during work hours to deal with unexpected and sudden incidents involving a dependant.
- 2.4 This could be to provide assistance on an occasion when a dependant falls ill, gives birth, or is injured or assaulted; to make arrangements for the provision of care for a dependant who is ill or injured; because of an unexpected disruption or termination of arrangements

for the care of a dependant, or to deal with an incident which involves a child of the employee and which occurs unexpectedly in a period during which an educational establishment which the child attends is responsible for them.

- 2.5 The employee must tell their line manager the reason for the absence as soon as is reasonably practicable, and also inform them how long they expect to be absent.
- 2.6 A dependant is defined as a spouse, child, parent or person living in the same household as the employee, otherwise than by reason of being their employee, tenant, lodger or boarder. A dependant could also be any person who reasonably relies on the employee for assistance when falling ill or being injured or assaulted, or to make arrangements for the provision of care in the event of illness or injury.
- 2.7 To support employees in such circumstances the Authority will consider requests for **paid** special leave for up to 5 days per year (pro-rata for part time staff).
- 2.8 The right is intended for short-term emergencies only.

CARER LEAVE

- 2.9 Although there is no statutory right to carer leave, the Authority recognises that some employees may have caring responsibilities outside of work. To support employees in achieving a healthy work/life balance, special leave may be granted when a member of staff has a dependant who becomes ill, thereby necessitating the carer to remain with the dependant, or where there is a breakdown of normal care arrangements for dependants which leads to serious domestic difficulties.
- 2.10 The definition of a carer for the purposes of carer leave is:
- 2.11 An employee who looks after a spouse, civil partner, child, near relative or person living in the same household as the employee, otherwise than by reason of being their employee, tenant, lodger or boarder and who, for example, needs support because of a physical or learning disability, mental illness, or whose health is impaired by sickness or old age. This includes parent carers of a disabled child and young carers under the age of 18.
- 2.12 Paid special leave of up to 5 days per annum (pro-rata for part time employees) may be used at the discretion of the line manager in recognition of carer's duties.

MATERNITY LEAVE

- 2.13 Please refer to the Authority's Maternity Policy for details of Ordinary and Additional Maternity Leave.

MATERNITY SUPPORT LEAVE

- 2.14 Please refer to the Authority's Maternity Support Leave and Paternity Leave Guidance Note for details.

PATERNITY LEAVE

- 2.15 Please refer to the Authority's Maternity Support Leave and Paternity Leave Guidance Note for details.

ADOPTION LEAVE

- 2.16 Please refer to the Authority's Adoption Scheme policy for details.

TIME OFF FOR ANTI-NATAL CARE

- 2.17 Please refer to the Authority's Maternity Policy for details.

TIME OFF FOR CANCER SCREENING

- 2.18 Necessary paid time off will be granted for the purpose of cancer screening.

LEAVE FOR EMPLOYEES UNDER NOTICE OF REDUNDANCY

- 2.19 Employees who are under notice of redundancy are entitled to a reasonable amount of paid time off to look for work. The time off could include attending interviews, visiting job centres or making arrangements for training and the travel time to carry out these activities.

TIME OFF FOR TRAINING

- 2.20 The following guidance is provided in accordance with the Authority's Training and Development Policy. Paid time off may be given to employees who are studying for qualifications financed by the Authority, to revise for and sit examinations. Paid time off may be granted at 1 day for each examination, up to a maximum of 5 days per year.
- 2.21 Alternatively, (as may be the case where a qualification is gained through thesis rather than examination) paid time off, up to a maximum of 5 days per year can be granted for employees who are completing a thesis, dissertations or similar final reports to gain recognised qualifications.
- 2.22 Where employees are undertaking assessments for National Vocational Qualifications, where these are not entirely based in the workplace, a maximum of 5 days paid leave may be granted.

PUBLIC DUTIES

- 2.23 Employees have a right to take a reasonable amount of unpaid time off to undertake a range of public duties. The right is limited to a specific number of public appointments. These are:
- Justice of the Peace
 - Member of a visiting committee to prisons, remand centres and young offender institutions
 - Member of a police authority
 - Member of Service Authority for the National Criminal Intelligence Service or the National Crime Squad
 - Member of a local authority
 - Member of any statutory tribunal
 - Member of certain health, education, water, sewage and river authorities
 - Member of a Scottish water and sewage authority or a Scottish Water Industry Consultative Committee
 - Member of Environment Agency or the Scottish Environment Protection Agency
- 2.24 The National Joint Council for Local Government Services, National Agreement on Pay and Conditions of Services dictates that paid leave will be granted for employees undertaking jury service or serving on public bodies or undertaking public duties. Where an allowance is claimable for loss of earnings the employee should claim and pay the allowance to the employing Authority.

LEAVE FOR TRAINING FOR VOLUNTEER RESERVISTS (VR)

- 2.25 The Authority recognises the valuable, transferable skills which can be gained in VR training.
- 2.26 Paid leave will be granted for employees undertaking VR training for the 15 day continuous training period (sometimes known as Annual Camp).
- 2.27 Where Reservists receive a salary from the MOD the employee should pay this to the Authority through agreed deduction of salary, up to but no more than the amount that would have been earned for employment with the Authority during the same period.

TIME OFF WORK FOR EMPLOYEE REPRESENTATIVES

- 2.28 An employee who is a representative of an independent trade union, or an elected employee representative (or candidate for election) has the right to be allowed reasonable time off work, with pay, for the purpose of performing their functions as such when the employer is required to consult on redundancies or on transfers of undertakings.

3. SPECIAL LEAVE WITHOUT PAY

UNPAID LEAVE

- 3.1 This is where a request is made to take leave for which no payment is received. There is no automatic right to such leave (except in the cases of Parental Leave, time off to deal with an incident involving a dependant and Additional Maternity leave).
- 3.2 Only where there is no other leave outstanding, e.g. flexi-leave and/or annual leave, and where exceptional circumstances occur, then the Chief Executive may consider the concession of granting unpaid leave. The amount of special leave granted will be judged on an individual basis and on the exigencies of the service.
- 3.3 The individual employee should first discuss their request fully with their line manager. A written request should then be submitted to the Head of Department. The request can only be approved by the Chief Executive and should be reported to the Personnel & Training Officer.
- 3.4 There may be Pension implications that follow from taking unpaid leave and employees should discuss these with their Pension provider. Employees should seek independent financial advice regarding Pension implications and taking unpaid leave.

CARER LEAVE

- 3.5 In addition to the Carer Leave described at 2.3 of this policy, a maximum of 10 days **unpaid** carer leave (pro-rata for part time employees) may be granted per annum. Taking unpaid carer leave may reduce annual leave entitlement. There may be Pension implications that follow from taking unpaid carer leave and employees should discuss these with their Pension provider. Employees should seek independent financial advice regarding Pension implications and taking unpaid leave.

PARENTAL LEAVE

- 3.6 Please refer to the Authority's Parental Leave policy for details of unpaid Parental Leave.

DENTAL, MEDICAL AND HOSPITAL APPOINTMENTS

- 3.7 These are expected to be arranged outside the core hours of 10.00 am to 12.00 pm and 2.00 pm to 4.00 pm and to be taken in flexitime. Where it is not possible to attend outside core hours, and only at the line manager's discretion, time may be taken either as TOIL, unpaid leave or the hours made up (i.e. working without accruing flexitime).

MEDICAL APPOINTMENTS AND DISABLED EMPLOYEES

- 3.8 The majority of disabled people are fit and healthy and do not require any more time off work than other employees. A disability is a physical or mental impairment which, although it may affect the person's day-to-day activities, does not necessarily impact on the person's general health. Nevertheless, certain individuals who are disabled will require time off work for medical treatment, especially in the early stages of the onset of a disability or in the period immediately following a serious accident.
- 3.9 Under the Disability Discrimination Act 1995 all employers, regardless of size, are obliged to make reasonable adjustments to working practices to accommodate the needs of disabled people, including attending medical appointments.

DRAFT CAREER BREAKS & SABBATICALS POLICY

1. Introduction

- 1.1 The Authority recognises the benefits that career breaks and sabbaticals provide to enable employees to focus on other aspects of their lives.
- 1.2 This policy applies to all employees of the Yorkshire Dales National Park Authority.

2. Career Breaks

2.1 The Authority may, at its discretion and subject to certain conditions being satisfied, allow employees to take a career break and return to work following the break. The conditions are as follows:

- A career break may be any period of time between six months and three years.
- Career breaks will be available to employees with a minimum of two year's service with the Authority.
- The career break scheme will be open to all employees with the requisite service, including part-time employees.
- During the period of any career break, the employee will be required to keep in touch with the Authority at regular intervals.
- The employee will not be permitted to take up any other paid employment during a career break without permission.
- The granting of a career break and the length of the break will be entirely at the Authority's discretion and will depend on the needs of the business at the time in question.
- Service with the Authority prior to the career break is aggregated with the length of service after the break for the purposes of calculating service conditions entitlements e.g. annual leave, sick pay, etc. including any redundancy payment that may relate to subsequent employment.
- Career breaks will be unpaid.

A career break can be used for a variety of purposes, for example:

- time off in order for the employee to undergo a university or college course;
- time off on account of childcare or other family responsibilities;
- time off to allow an employee to pursue a personal interest or undertake a personal project;
- overseas travel, for example for the purpose of visiting family;
- to undertake suitable voluntary work
- any other purpose agreed with the Authority.

2.2 Employees who are granted an unpaid career break should be aware that their continuity of employment will be broken by the career break and that (after they return to work) this will have an effect on any statutory rights and contractual benefits that are linked to length of service.

2.3 Any employee who would like to take a career break should in the first instance raise the matter with their line manager and explain the purpose for which they wish

to take the break, the intended length of the break and when they would like the break to start. The line manager will discuss the matter fully with the employee before deciding whether or not the career break can be granted.

- 2.4 During discussions with the employee, the line manager will explain the implications of taking a break in terms of likely loss of continuity of service. There will be an impact on the employee's occupational pension scheme benefits and any other statutory or contractual rights that are dependent on length of service. Effectively, the employee's continuous service will recommence if they are re-employed at the end of the career break.
- 2.5 An employee requesting a career break must be prepared to commit to an agreement to return to work on a specified date at the end of the career break. Providing that this and the other conditions for career breaks are met, the Authority will wherever possible place the employee in suitable employment in the same department and with the same level (salary, grade or its equivalent) and type of work they were doing immediately before the career break provided that they still meet the essential criteria for the post. If there is no suitable vacancy available the Authority will place the employee in a register which will be held centrally for 2 years and as any suitable vacancy occurs the person concerned will be notified.
- 2.6 In seeking to find suitable alternative employment the employee will be given preference over other candidates providing that they meet the essential criteria for the post in line with the Internal Appointments Policy. Upon return to work, suitable induction training will be given together with any relevant job re-training that may be necessary.

Procedure

- 2.7 The length and start date of the career break must be agreed in writing in advance by the employee with their line manager and Department Head and to this end the employee must complete a Career Break Application Form. The Career Break Application Form must be signed by both the line manager and the Department Head and sent to the Personnel & Training Officer.
- 2.8 The employee must resign from the service of the Authority with effect from the commencement of the career break.
- 2.9 A letter detailing the conditions relating to the break will be issued by the Personnel section.

3. **Sabbaticals**

3.1 The Authority may, at its discretion and subject to certain conditions being satisfied, allow employees to take a sabbatical. The conditions are as follows:

- A sabbatical may be any period of time between 3 months and one year.
- Sabbaticals will be available to employees with a minimum of five year's service with the Authority.
- Sabbaticals will be considered for all employees with the requisite service, including part-time employees.
- The employee will not be permitted to take up any other paid employment during a sabbatical without permission.
- Sabbaticals will be unpaid.
- The granting of a sabbatical and the length of the break will be entirely at the Authority's discretion and will depend on the needs of the business at the time in question.
- Annual leave is not accumulated during the period of absence.
- Essential car user allowance will not be paid during the period of absence.
- Continuity of employment will not be broken for employees who are granted a sabbatical

A sabbatical can be used for a variety of purposes, for example:

- time off in order for the employee to undergo a university or college course;
- time off on account of childcare or other family responsibilities;
- time off to allow an employee to pursue a personal interest or undertake a personal project;
- overseas travel, for example for the purpose of visiting family;
- to undertake suitable voluntary work
- any other purpose agreed with the Authority.

3.2 A sabbatical will be unpaid. However, if the purpose of the employee's leave is something that is likely to be of benefit to the Authority, for example if the sabbatical is to allow the employee to study for a university degree that is relevant to their work, the Authority may, at its discretion, agree to contribute to the cost of the development activity.

3.3 Any employee who would like to take a sabbatical should in the first instance raise the matter with their line manager and explain the purpose for which they wish to take the break, the intended length of the break and when they would like the break to start. The line manager will discuss the matter fully with the employee before deciding whether or not the sabbatical can be granted.

3.4 During discussions with the employee, the line manager will explain the implications of taking a break in terms of impact on the employee's occupational pension scheme benefits and any other statutory or contractual rights that are dependent on length of service. Employees will be required to use any accrued annual leave entitlement prior to or as part of the sabbatical. Accrued annual leave entitlement used as part of the sabbatical break will be paid.

3.5 An employee requesting a sabbatical must be prepared to commit to an agreement to return to work on a specified date at the end of the sabbatical. Providing that this and the other conditions for sabbaticals are met, the Authority will guarantee the

employee the opportunity to return to work at the end of the sabbatical. This will be a return to the same job as the employee occupied before their sabbatical.

Procedure

- 3.6 The length and start date of the sabbatical must be agreed in writing in advance by the employee with their line manager and Department Head and to this end the employee must complete a Sabbatical Application Form. The Sabbatical Application Form must be signed by both the line manager and the Department Head and sent to the Personnel & Training Officer.
- 3.7 A variation to contract letter detailing the conditions relating to the break will be issued by the Personnel section.

ASSISTED CAR PURCHASE SCHEME

Purpose of report

1. To seek approval to the recommendation that the Authority's Assisted Car Purchase Scheme be removed.

Introduction

2. Assisted Car Purchase is a scheme that the Authority has inherited from North Yorkshire County Council. As part of the People Strategy the policy is subject to review/revision. Before amending the current policy it was felt pertinent to assess the usage of the scheme and therefore question its validity.

Details of the Assisted Car Purchase Scheme

3. The Car Purchase Scheme is available to essential car users and to casual car users who will usually travel in excess of 2000 official miles per year. A copy of the existing scheme, and the related loan agreement, is attached to this report.
4. The scheme offers a loan to employees to assist in the purchase of a car with an APR of 8.3%. The maximum repayment period for a loan is 5 years. The maximum loan available is £7,700. Employee repayments are made via salary deductions.

Employee Uptake

5. Since 1998, only 4 members of staff have taken out a loan with the Authority. No employee has applied for a loan since 2003 and there are currently no loans outstanding. It is deduced that the main reason for this is that competitive private loans are available on the open market that offer a lower APR than 8.3% (frequently at 0%).

Administration

6. The Authority has earned approximately £4300 in interest payments from the loans provided to employees. However, there are costs associated with the administration of this scheme, in relation to staff time, which alongside interest foregone on the Authority's investment account, tends to cancel out this gain.
7. The administration work starts once an application form and a complete order form/invoice from the proposed supplier, has been received, along with a £50 arrangement fee. Monthly repayment figures across the term of the loan are calculated. Details are then forwarded to the payroll section at NYCC (who supply the Authority's payroll bureau). The Senior Administration Officer monitors the deductions from the employees salary every month for the duration of the loan.

Conclusion

8. It is concluded that assisted car purchase is no longer a useful scheme; there is no interest from employees because the scheme is no longer competitive.

RECOMMENDATION

9. That Members agree to delete the Car Purchase Scheme.

DISCIPLINARY PROCEDURE

1. SCOPE, PURPOSE AND PRINCIPLES

- 1.1 It is necessary for the proper operation of the Authority and the health and safety of the Authority's employees that it has a disciplinary procedure. The procedure provides a means of dealing with any shortcomings in conduct and to help an employee become effective again. Most conduct issues can be resolved by informal discussion or counselling. However if this fails a more formal approach is needed as detailed in this procedure, which will be applied fairly, effectively and consistently, and covers all employees of the Authority.
- 1.2 Before invoking the Disciplinary Procedure, the line manager will consider if it is an issue of capability (performance) or misconduct. A separate 'Managing Performance Policy' deals with shortcomings in performance, outside the meaning of 'misconduct'.
- 1.3 While consistency is important, each case will be assessed on its own merits, taking account of the circumstances.
- 1.4 The procedure does not apply to:
- termination during or at the end of a probationary period of service (including any extended probationary period of employment) - where a process in line with the statutory dismissal and disciplinary procedure will apply instead;
 - termination by mutual consent.
- 1.5 The Authority reserves the right to implement the procedure at any stage as set out below taking into account the alleged misconduct of an employee. Employees will not ordinarily be dismissed for a first disciplinary offence, unless it is a case of gross misconduct.
- 1.6 Where time limits are referred to in the course of this procedure they may be varied by consent between the employee and the Authority.
- 1.7 The Authority allows employees to be accompanied at any disciplinary hearing by a fellow worker or a trade union official of their choice.
- 1.8 The Head of Department has overall responsibility for the management and discipline of their department.

Meaning of Misconduct

- 1.2 Matters that the Authority views as amounting to disciplinary offences include **(but are not limited to)**:
- persistent bad timekeeping;
 - unauthorised absence;
 - minor damage to Authority property;
 - failure to observe and comply with Authority Procedures and Policies;
 - abusive behaviour;
 - unreasonable refusal to follow an instruction issued by a manager or supervisor;
 - poor attendance; and

- 1.3 Misconduct outside the workplace, where there is a direct bearing upon the Authority's operation or reputation, will also render the employee liable to disciplinary proceedings. Criminal offences outside employment should not be treated as automatic reasons for dismissal or disciplinary action. The main consideration should be whether the offence is one that makes the individual unsuitable for the type of work they do. Employees should not be subject to disciplinary action solely because a charge against them is pending or because they are absent through having been remanded in custody; in such cases it may be necessary to consider suspension or grant unpaid leave. The nature of charge or length of absence will influence such a decision.

Gross Misconduct

- 1.4 Gross misconduct is misconduct of such a serious nature that it fundamentally breaches the contractual relationship between the employee and the organisation. In the event that an employee commits an act of gross misconduct, the employer will be entitled to dismiss the employee summarily (without notice).

- 1.5 Examples of gross misconduct could include:

- stealing from the Authority, members of staff or the public;
- other offences of dishonesty;
- falsification of a qualification that is a stated requirement of the employee's employment or results in financial gain to the employee;
- falsification of records, reports, accounts, expense claims or self-certification forms whether or not for personal gain;
- sexual misconduct at work;
- fighting with or physical assault on members of staff or the public;
- deliberate damage to or misuse of the Authority's property;
- serious damage to the Authority's property;
- drunkenness or being under the influence of illegal drugs whilst at work;
- possession, custody or control of illegal drugs on the Authority's premises;
- serious breach of the Authority's rules, including, but not restricted to, health and safety rules and rules on computer use, e-mail and internet facilities;
- gross negligence;
- conviction of a criminal offence that is relevant to the employee's employment;
- conduct that brings the Authority's name into disrepute;
- discrimination or harassment of a fellow worker on the grounds of sex, sexual orientation, race, disability, religion or belief, or age;
- improper use of an official position for private gain or the private gain of some other person, including soliciting or accepting bribes;
- transmitting confidential information outside the organisation;
- maliciously raising a grievance or making an allegation;
- serious insubordination.

- 1.6 The above list is not exhaustive nor in any order of priority but are examples of circumstances which will normally amount to gross misconduct and may result in summary dismissal.

2. THE INFORMAL PROCEDURE

- 2.1 Cases of minor misconduct or unsatisfactory performance are usually best dealt with informally by a discussion between the employee and line manager. This is an opportunity to outline any problems, understand issues, offer guidance and discuss how the required improvement can be achieved. These discussions are informal; they are not part of the formal disciplinary procedure and should not be treated as a 'short cut' to the formal oral

warning of the formal procedure. It is important that where targets for improving conduct are set, agreed notes are made of the discussions, a copy of which will be retained by both parties to facilitate those improvements. Cases of more serious misconduct may be dealt with directly under the formal procedure.

- 2.2 If the required improvements are not met or maintained then the formal procedure will apply at the appropriate stage. Throughout the formal process employees have the right to be accompanied by a union representative or colleague.

3. THE FORMAL PROCEDURE

3.1 Investigation

- 3.1 An employee's line manager, supported by a Personnel representative, will promptly and thoroughly investigate any matter that is reasonably suspected or believed to contravene any of the Authority's policies, rules, or is considered to be misconduct or gross misconduct. In some circumstances, another 'investigating officer' other than the employee's line manager may be appointed to conduct the investigation.
- 3.2 The employee will be informed in writing as soon as possible that an investigation is being conducted and details of the alleged misconduct issue will be provided. The letter should also invite the employee to an 'investigatory meeting', informing them of their right to be accompanied at the meeting by a colleague or a union representative. In some circumstances the nature of the fact-finding interview may necessitate only short oral notice. The investigation may also include interviewing colleagues and looking at computer or manual records. Written records should be kept throughout the investigation process for later reference.

Suspension

- 3.3 Where it is believed that the matter to be investigated involves serious misconduct or gross misconduct, the employee may be immediately suspended from work on full pay and contractual benefits. If serious misconduct is not initially suspected or believed to have occurred, but during the course of an investigation the person conducting it reasonably forms the opinion that a serious breach of discipline may have occurred, the employee who is the subject of the investigation may then be suspended. Any decision to suspend will be confirmed in writing within **three working days** and such written confirmation will state that the nature of the suspension is precautionary, not disciplinary, pending the outcome of the disciplinary proceedings (see standard letters in appendix C). Suspension from duty will be applied by the line manager only after approval from the Chief Executive.
- 3.4 In all cases the investigating officer should aim to complete the investigation within one month of the commencement and as quickly as possible in the circumstances. If the investigation continues beyond one month, the investigating officer will notify the employee and their representative of the current position and keep them informed of the proposed timescale of the investigation.
- 3.5 If the investigation concerns matters that may warrant the involvement of the Police then the Chief Executive should decide whether or not the Police should be involved.

Procedure

- 3.6 Where, upon completion of an investigation, there are reasonable grounds to believe that an employee has committed an act of misconduct, the employee will be invited to attend a disciplinary hearing.

In the event of a disciplinary hearing taking place the Hearing Chair will:

- (a) give the employee a minimum of **seven working days'** advance notice of the hearing;
- (b) tell the employee the purpose of the hearing and that it will be held in accordance the Authority's Disciplinary Procedure;
- (c) tell the employee which officers will be considering the disciplinary issue (the panel);
- (d) give the employee written details of the nature of his/her alleged misconduct; (see Appendix C for standard letters);and
- (e) provide the employee with all relevant information (which should include statements taken from any fellow employees or other persons that the Authority intends to rely upon against the employee) not less than **five working days** in advance of the hearing.

Composition of the Panel

- 3.7 Appendix B details 'Authority Levels' required for the each level of decision. The hearing will be chaired by either a line manager not previously involved in the case or a Head of Department. In all cases a Personnel representative will also sit on the panel.
- 3.8 Where the employee is unable to attend a disciplinary hearing and provides a good reason for failing to attend, the hearing will be adjourned to another day. The employee can suggest another date as long as it is reasonable and is not more than **five working days** after the date originally proposed by the employer. This five day limit may be extended by mutual agreement. The Authority will comply with this in respect of giving notice of the rearranged hearing. Unless there are special mitigating circumstances, if the employee is unable to attend the rearranged hearing, the rearranged hearing will take place in the employee's absence. The employee's colleague or union representatives may attend in such circumstances and will be allowed the opportunity to present the employee's case. The employee will also be allowed to make written submissions in such a situation.

4. The Disciplinary Hearing

See format of disciplinary hearing in Appendix A.

- 4.1 A disciplinary hearing will normally be conducted by a Disciplinary Panel comprising of more than one person, normally a Line Manager/Head of Department and a Personnel Representative. **Any member of management responsible for the investigation of the disciplinary offence(s) shall not be a member of the panel, save to the extent that such a manager may present any supporting facts and material to the disciplinary hearing.** The employee will be entitled to be given a full explanation of the case against him/her and be informed of the content of any statements provided by witnesses. The employee will also be entitled to state his/her case in response to the Authority's case and put forward an explanation of his/her conduct and/or mitigating factors.
- 4.2 The Panel may adjourn the disciplinary proceedings if it appears necessary or desirable to do so (including for the purpose of gathering further information). The employee will be informed of the period of any adjournment. If further information is gathered, the employee will be allowed a reasonable period of time, together with his/her fellow colleague or union representative, to consider the new information prior to the reconvening of the disciplinary proceedings.
- 4.3 As soon as possible after the conclusion of the disciplinary proceedings, the Line Manager/Head of Department will convey the decision of the panel to the employee and will also inform the employee what disciplinary action, if any, is to be taken. The decision will be

confirmed in writing within **seven working days** of the date of the hearing. The employee will be notified of his/her right of appeal under this procedure.

4.4 Agreed minutes will be produced from all disciplinary hearings.

5 Disciplinary Action

5.1 Where, following a disciplinary hearing, the Authority establishes that the employee has committed a disciplinary offence; the following disciplinary action may be taken:

<p>A) Formal Oral Warning</p>	<p>Where a minor offence or offences have been committed, a recorded formal oral warning may be given. The warning will ordinarily state that any further misconduct will render the employee liable to further, more severe disciplinary action.</p>	<p>Formal oral warnings will remain live for up to 12 months. During this period, the Authority may rely on such a warning in the event of further misconduct on the part of the employee.</p>
<p>B) First Written Warning</p>	<p>Where either a more serious disciplinary offence has been committed or further minor offences have been committed by an employee following a recorded oral warning that remains 'live', the employee will receive a first written warning. The warning will:</p> <p>(i) set out the nature of the offence committed;</p> <p>(ii) inform the employee that further misconduct is liable to result in further disciplinary action under this procedure, which could be a final written warning and ultimately dismissal;</p> <p>(iii) specify the period for which the warning will remain 'live', after this period the warning will automatically lapse; and</p> <p>(iv) state that the employee may appeal against the warning.</p>	<p>First written warnings will remain live for 12 months. After this period the warning will automatically lapse.</p>
<p>C) Final Written Warning</p>	<p>Where a serious disciplinary offence amounting to gross misconduct has been committed, thereby justifying summary dismissal, but the Authority decides, after taking into account all</p>	<p>A final written warning will remain live for 12 months. After this period the warning will automatically lapse.</p>

	<p>appropriate circumstances, that a lesser penalty is appropriate, or, where an employee commits further disciplinary offences after a first written warning has been issued and remains 'live', or the offence is sufficiently serious, a final written warning may be given. Such a warning will:</p> <p>(i) set out the nature of the offence committed;</p> <p>(ii) inform the employee that further misconduct is likely to result in dismissal; and</p> <p>(iii) state that the employee may appeal against the warning.</p>	
D) Dismissal	Where the employee has committed further acts of misconduct (these being acts of misconduct other than gross misconduct) following a final written warning given under (c) above, the employee may be dismissed with notice or with pay in lieu of notice.	
E) Summary Dismissal	Where the Authority establishes that an employee has committed an act of gross misconduct, the employee may be summarily dismissed.	

5.2 Where a final written warning is given to an employee under (c) above, the Authority may also impose on the employee:

- (i) Disciplinary Transfer
- (ii) Demotion

5.3 The foregoing sanctions may be imposed in conjunction with other forms of disciplinary action, or as an alternative to dismissal.

6. Appeal

Arrangements for appeal are detailed in appendix B.

6.1 An employee may appeal against any disciplinary sanction imposed. If the employee wishes to exercise their right of appeal, this must be done within **ten working days** of receipt of the written notification of the disciplinary action. The employee must inform their Head of Department in writing. The appeal meeting will be held within **ten working days**

of receipt of the staff member's notification of their appeal. The Head of Department will write to the employee with arrangements for the appeal hearing and inform them of their right to be accompanied by a union representative or work colleague. Appeals will ordinarily be heard by the Chief Executive. However, if the Chief Executive issued the initial disciplinary penalty as Head of Department then the appeal will be to the Deputy Chief Executive and another member of SMT. Records and notes of the original disciplinary hearing should be made available to the panel hearing the appeal. The appeal panel is obliged to consider any representations made by the employee, the employee's colleague or union representative and those of the manager who conducted the investigation and the disciplinary panel who conducted the disciplinary hearing and imposed the disciplinary sanction. The members of the appeal panel must decide on the basis of both sets of representations, together with any subsequent facts that may have come to light, whether to uphold the disciplinary sanction. In the event that the panel finds for the employee, all records of the disciplinary sanction will be removed from the employee's record. In the event that the panel does not accept the representations made by or on behalf of the employee, the panel must uphold the disciplinary sanction.

6.2 When lodging an appeal, the employee should state:

(a) the grounds of appeal; and

(b) whether he/she is appealing against the finding that he/she has committed the alleged act or acts of misconduct, or against the level of disciplinary sanction imposed.

6.3 Upon completion of the appeal, the chair of the appeal panel will convey the decision to the employee. The Authority's decision at the appeal is final and this should be made clear to the employee. The decision will be confirmed in writing within **seven working days**.

6.4 Where an appeal lies against a dismissal by the panel, the panel's decision to dismiss will have had immediate effect and, therefore, if the dismissal is by notice, the period of notice will already have commenced on the date that the decision was given by the panel. If the panel's decision was to dismiss the employee summarily without notice, the Authority will be under no obligation to pay the employee for any period between the date of the original dismissal and the appeal decision and the original date of termination will stand.

7. TRADE UNION REPRESENTATIVES

If an employee who is an accredited representative of a trade union recognised by the Authority is suspected of having committed a disciplinary offence, the Authority will take no action under this procedure (with the exception of suspending the employee in a case of suspected or known gross misconduct) until the Authority has had a chance to discuss the matter with a full-time official of that trade union.

8. GRIEVANCES

In the course of a disciplinary process, an employee might raise a grievance that is related to the case. If this happens, the Authority will consider suspending the disciplinary procedure for a short period while the grievance is dealt with. Depending on the nature of the grievance, the Authority will consider appointing another manager to deal with the grievance process.

DRAFT GRIEVANCE PROCEDURE

1. SCOPE, PURPOSE AND PRINCIPLES

- 1.1 The Grievance Procedure applies to all employees of the Authority. The purpose of a grievance procedure is to allow employees to raise genuine workplace grievances and have them dealt with fairly, consistently and speedily without fear of recrimination.
- 1.2 The Authority recognises the importance of establishing a formal procedure under which individual employees can raise grievances. However employees should first talk the matter over on an **informal basis** with their line manager.
- 1.3 This procedure has been written in accordance with the ACAS Code of Practice on Disciplinary and Grievance Procedures.

Meaning of a Grievance

- 1.4 Grievances are concerns, problems or complaints that employees raise with their employer. Complaints about Members should be referred to the Monitoring Officer. A grievance may concern an employee's work, working practices, physical working environment, pay and benefits, working hours, health and safety, working relationships or general treatment at work.
- 1.5 There is a separate Authority policy covering claims of harassment that may be more appropriate if complaints are related to an individual's behaviour.

Items Exempt from the Grievance Procedure

- 1.6 Employees are entitled to raise a grievance relating to any aspect of their employment within the Authority that affects them personally. However, the Authority believes that the following matters should not be dealt with through the grievance policy:
 1. Formal disciplinary action taken in accordance with the Authority's disciplinary procedure (see separate policy).
 2. Issues relating to income tax, national insurance and other statutory deductions from pay outside the control of the Authority as an employer.
 3. Redundancy (see separate policy).
 4. Issues that are the subject of legal proceedings between individual employees and the Authority.
 5. Complaints of bullying and harassment (see separate policy)
 6. Capability (see separate policy)
 7. Matters of Fraud or Corruption (see separate policy).
 8. Concerns which do not relate to any of the above and which may be more appropriately raised under the Confidential Reporting Policy, except where use of the Grievance Procedure is part of an attempt to settle such proceedings.

2. STAGES OF THE PROCEDURE

INFORMAL

- 2.1 All employees should initially try to resolve their grievances through informal discussions with their immediate line manager. This should be done as soon as reasonably practicable after the matter for grievance has occurred. The line manager will discuss concerns in confidence, make discreet investigations, and attempt to resolve the matter speedily and fairly. Only in the event of such a matter not being resolved in a satisfactory way should the formal procedure be used.
- 2.2 The Authority will deal with grievances raised that are not presented in writing at this stage but would however require those proceeding to the formal procedure to submit their grievance in writing.

3. THE FORMAL PROCEDURE

The grievance procedure has three formal stages.

STAGE ONE

- 3.1 Where an employee is aggrieved on any matter pertinent to this procedure, the employee should raise the matter in writing with their immediate line manager, setting out the basis of the grievance. The employee should give as much information as possible at this stage to speed up any investigation into the grievance. This could include the background to the grievance, who is involved, and the effect this is having. The employee may prefer to provide this information at the grievance meeting.
- 3.2 If the employee's grievance relates to their immediate line manager, the grievance should be submitted immediately to the relevant Head of Department.
- 3.3 If the grievance is against the Head of Department then the matter should be referred to another Head of Department. This should be done in discussion with the Personnel and Training Officer to choose another appropriate Head of Department.
- 3.4 If the grievance is against the Chief Executive it should be referred to the Deputy Chairman.

STAGE TWO

- 3.5 The line manager should then arrange for a meeting to be held within 5 working days of receipt of the grievance. The aims of the meeting should be to:
- Ensure that the employee is given a full opportunity to explain their grievance and say how they think it should be settled;
 - Seek a means of resolving the grievance to the employee's satisfaction if this is possible, taking account of Authority policies, procedures, rules and the need for consistency and fairness.
- 3.6 If the line manager reaches a point in the meeting where they are not sure how to deal with the grievance or feel that further investigation is necessary the meeting should be adjourned to get advice or make further investigations.

Role of Trade Union/ Work Colleague

- 3.7 Employees have the legal right to be accompanied at any meeting that forms part of the procedure, by a fellow worker or a full-time trade union official of their choice. The meeting may be postponed, at the employee's request, and for up to five working days, if the employee's chosen companion is not available to attend on the date set for the meeting in question.
- 3.8 The employee raising the grievance has the right to determine, within limits, the role that they want the companion to play at the meeting. If the employee wishes, the companion must be allowed to:
- Address the meeting on behalf of the employee, i.e. put forward the case;
 - Confer with the employee during the meeting;
 - Sum up the employee's case;
 - Respond on the employee's behalf to any views expressed at the meeting.
- 3.9 Management responding to the grievance, however, are entitled to expect the employee, and not the companion, to answer any questions asked of the employee directly.
- 3.10 The Grievance Policy does not override the right of the employee, recognised Trade Union or Authority to refer a matter of 'difference' such as a dispute over the interpretation of conditions of service to the Joint Consultative Forum, or the regional Joint Secretaries, or other appropriate body in accordance with National Conditions of Service.

Investigating the Grievance

- 3.11 Following the grievance meeting, there may be a need to conduct an impartial and thorough investigation into the background facts or into any allegations made by the employee.
- 3.12 The manager may need to check policies or procedures, discuss any matters that the employee has raised with other employees (confidentially where appropriate), or access the employee's file to check out the history of his or her employment terms or general background.
- 3.13 Once the grievance has been investigated and conclusions drawn, the employee should be given feedback on the outcome. This will consist of an explanation of what action has been taken or will be taken, or alternatively an explanation that no action can be taken, together with the reasons for this. This feedback should also be confirmed in writing within 5 working days of the grievance meeting and should inform the employee of their right to pursue the matter further through an appeal.

STAGE THREE

- 3.14 If still dissatisfied, an employee may raise the grievance with their Department Head in writing detailing the outstanding grievance and the reasons for the dissatisfaction with the response made thus far. The Head of Department will arrange a final grievance meeting. The meeting will be arranged within 10 working days of the letter being received by the Head of Department. The complainant is entitled to be accompanied by a trade union representative or work colleague. The meeting may be postponed, at the employee's request, for up to five working days, if the employee's chosen companion is not available to attend on the date set for the meeting in question.

- 3.15 On occasions where the line manager handling the grievance at Stage Two is also the relevant Head of Department, or another Head of Department; then the appeal will be to the Chief Executive.
- 3.16 Where grievances are against the Chief Executive then the appeal will be to the Chairman of the Authority.
- 3.17 If the grievance is heard at Stage Two by the Chief Executive as the Head of Department then the appeal will be to two members of Senior Management Team (SMT) who were not previously involved in the case. One of these SMT members will be the Deputy Chief Executive.
- 3.18 The decision made at Stage Three is final and binding and concludes the internal process.

4. KEEPING RECORDS

- 4.1 Full confidential records should be kept of all grievances raised, including:
- the substance of the grievance, including a copy of the written grievance; and notes of
 - all interviews conducted in relation to the grievance;
 - the Authority's response to the grievance;
 - any actions taken as a result of the grievance;
 - the reasons for such actions;
 - details of any appeal and its outcome;
 - any subsequent developments.
- 4.2 Informal discussions should also be recorded. The record should show the date and time meetings, state briefly what was discussed and a record of the outcome. This record should be retained in the employee's personnel file for a reasonable period of time.
- 4.3 All records will be held confidentially in the employee's personnel file in accordance with Data Protection Act 1998.
- 4.4 Copies of meeting records should be given to the employee including any formal minutes that may have been taken. In certain rare circumstances (for example to protect a witness) the Authority may need to withhold some information.

EQUALITY POLICY

1. INTRODUCTION AND AIMS

- 1.1 The Yorkshire Dales National Park Authority is committed to ensuring equal access to services and employment opportunities. It is committed to promoting equal opportunities and tackling social exclusion in everything it does.
- 1.2 The Authority recognises its statutory equality duties in regards to employment and services, to comply with the statutory prohibitions on discrimination and to avoid unlawful discriminatory practices. It is committed to meet its duties by complying with and implementing this policy.
- 1.3 The Authority is also committed to demonstrating Best Value by providing evidence that, the needs of residents in the National Park, visitors, potential visitors and our employees are being addressed, in achieving our purposes. The Authority is committed to demonstrating improvements in equality of opportunity for these groups in the services that they are receiving and for employees in equality of opportunity during their employment with the Authority.
- 1.4 The Authority strives to ensure that the work environment is free of harassment and bullying and that everyone is treated with dignity and respect.

2. THE LAW AND TYPES OF DISCRIMINATION

2.1 THE LAW

- 2.1.1 It is unlawful to discriminate directly or indirectly in recruitment or employment on grounds of sex, gender reassignment, pregnancy, colour, race, nationality, ethnic or national origins, sexual orientation or religion or belief, or because someone is married or is a civil partner. It is unlawful to treat someone less favourably on grounds of disability than others without that disability are treated (or would be treated), unless the less favourable treatment can be justified, or to fail to make reasonable adjustments to overcome barriers to employment caused by disability. From October 2006, it will be unlawful to discriminate unjustifiably on grounds of age in relation to employment. Discrimination after employment may be unlawful, for example, in refusing to give a reference or in the form of reference given.
- 2.1.2 It is unlawful to discriminate directly or indirectly in the provision of goods, facilities or services to customers on grounds of sex (which may include gender reassignment), pregnancy, colour, race, nationality, or ethnic or national origins. It is unlawful to discriminate, without justification, on grounds of disability or to fail to make reasonable adjustments to overcome barriers to using services caused by disability. The duty to make reasonable adjustments includes the removal, adaptation or alteration of physical features, if the physical features make it impossible or unreasonably difficult for disabled people to make use of services.
- 2.1.3 It is unlawful to victimise someone because he or she has alleged unlawful discrimination or supported someone to make a complaint or given evidence in relation to a complaint.

2.2 TYPES OF UNLAWFUL DISCRIMINATION

- 2.2.1 **Direct discrimination** is where a person is treated less favourably than another in comparable circumstances on a prohibited ground. An example of direct sex discrimination would be refusing to employ a woman because she was pregnant.

- 2.2.2 **Indirect discrimination** is where a provision, criterion or practice is applied which is such that it would be to the detriment of a considerably larger proportion of the relevant group to which the individual belongs than to others, which is not objectively justifiable and which is to the individual's detriment. An example of indirect sex discrimination could be requiring everyone to work full time unless there is a good reason, unrelated to sex, as to why the particular job has to be done on a full-time basis, since requiring everyone to work full time will normally adversely affect a higher proportion of women than men.
- 2.2.3 **Harassment** is where there is unwanted conduct related to one of the prohibited grounds which has the purpose of violating a person's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that person, or is reasonably considered by that person to have the effect of violating his or her dignity or of creating an intimidating, hostile, degrading, humiliating or offensive environment for him or her, even if this effect was not intended by the person responsible for the conduct.
- 2.2.4 **Failure to make reasonable adjustments** is where arrangements disadvantage an individual because of a disability and reasonable adjustments are not made to overcome the disadvantage.
- 2.2.5 **Victimisation** is where someone is treated less favourably than others because he or she has alleged unlawful discrimination or supported someone to make a complaint or given evidence in relation to a complaint.

3. EQUALITY IN SERVICE DELIVERY

- 3.1 The Authority is committed to equality of opportunity in the provision of services, and aims to ensure that within the resources available and the purposes of the Authority, services are accessible and appropriate to the differing needs of the general public.
- 3.2 The Authority will not discriminate unlawfully against anyone using or seeking to use the services.
- 3.3 This means the Authority will aim to:
- Provide appropriate, accessible and effective services and facilities without prejudice or bias.
 - Provide clear information about our services in a variety of formats.
 - Identify appropriate representative groups within the National Park and its environs and strive to work in partnership through consultation with and involvement of these representatives in decisions we make.
 - Achieve consistency in the Authority's approach to equality in the delivery of our services.
 - Act promptly and appropriately if the Authority receives any complaints about the way we provide services, ensuring that any such complaints are dealt with sensitively and fairly.
 - Ensure that all employees understand what equality in service provision means.
 - Ensure that equality considerations are addressed within Best Value and Performance Reviews.

- Monitor the provision of services against performance indicators.
- Ensure that contractors, suppliers, volunteers and partners are aware of the Authority's position on equality and are clear about their obligation to provide services that are in line with that position.

3.4 The Authority reserves the right to withdraw its services if service users discriminate against employees.

3.5 Monitoring

3.5.1 The Authority will provide information about provision and use of services. Arrangements will be established to monitor the provision of service against specified performance indicators, in particular how the service is being used by ethnic minority groups, women and/or disabled people. The use and impact of services will be monitored to:

- To improve service take up.
- Better target resources to meet needs.
- Demonstrate continuous improvement.

4. EQUALITY IN EMPLOYMENT

4.1 The Authority is committed to ensuring it provides equality of opportunity to everyone in all employment related issues.

4.2 The Authority will avoid unlawful discrimination in all aspects of employment including recruitment, selection, promotion, opportunities for training, pay and benefits, discipline and selection for redundancy.

4.3 Recruitment and Selection

4.3.1 The Authority will ensure that person and job specifications are limited to those requirements that are necessary for effective performance of the job. Candidates for employment or promotion will be assessed objectively against the requirements of the job, taking account of any reasonable adjustments that may be required for candidates with a disability.

4.3.2 The Authority aspires to employ a workforce which is representative of the population of the Yorkshire Dales and its environs. The Authority cannot lawfully discriminate in the selection of employees for recruitment or promotion, but the Authority may use appropriate lawful methods, including positive action, to address the under-representations of any group which is identified in terms of occupancy of particular types of jobs. This could include targeted job training of particular groups that are underrepresented in a particular area of work or involve encouragement of application from for example; a racial group that is under-represented in particular work areas.

4.3.3 The Authority will consider disabled applicants in line with the 'Two Ticks – Positive About Disabled People' commitment and will, therefore, shortlist and offer an interview opportunity to all disabled applicants who meet the minimum (essential) criteria for a post and consider them on their abilities.

4.3.4 The Authority will consider any possible indirectly discriminatory effect of its standard working practices, including the number of hours to be worked, the times at which these are to be worked and the place at which the work is to be done. When considering requests for

variations to these standard working practices it will only refuse such requests if the Authority considers there will be a detrimental effect on the ability of the Authority to meet customer/user demands. The Authority will comply with its obligations in relation to statutory requests for contract variations. The Authority will also make reasonable adjustments to its standard working practices to overcome barriers caused by disability.

4.3.5 All persons involved in the recruitment and selection process are required to have received equal opportunities training.

4.3.6 All selection criteria and tests are examined and reviewed to ensure that they are appropriate for the role.

4.4 Other Employment Areas.

The Authority will:

- Create and maintain a workplace where all employees are treated with dignity and respect, and where the need to achieve a balance between work and personal responsibilities is recognised.
- Continue to develop fair and flexible employment policies and practices that respond to the different needs of employees without there being a detrimental effect on the ability of the Authority to meet customer/user demands
- Develop and train employees to help them recognise equality issues and further understand their role and responsibilities in achieving equality.
- Ensure that development and training opportunities are available to all employees.
- Encourage and help all employees to develop to their full potential, within the resources available.
- Treat employees fairly in relation to transfers, redundancy and the operation of the grievance and disciplinary procedures. All employment policies will be applied without discrimination.
- Ensure that the workplace is free from discrimination and harassment and act promptly on any complaints of discrimination or harassment in an appropriate manner.
- Ensure that employees are not subjected to bullying or harassment by customers, suppliers, visitors, or others, such behaviour should be reported to the employee's manager who will take appropriate action.
- Ensure employees receive equal terms and conditions for jobs of equal value through commitment to the job evaluation scheme.
- Wherever possible make reasonable adjustments and retain in suitable employment, employees who become disable or whose personal circumstances change.
- Ensure that where employees have particular religious needs whose requirements conflict with existing work requirements, the Authority will consider where reasonably practical to meet such needs.

5. MONITORING

5.1 The Authority has a legal obligation to monitor job applicants and employees according to ethnicity. Extending this legal responsibility, the Authority monitors on the basis of age, disability, gender and race in the following areas:

- Job applications
- Training (requests and those who have received training)
- Promotion

6. COMPLAINTS

6.1 Employees wishing to raise a grievance regarding the application of this policy should discuss this with their line manager in the first instance. If this does not resolve the situation satisfactorily, then use should be made of the formal Grievance Procedure as detailed in the Employment Information Guide.

6.2 Any prospective employee wishing to raise a complaint about any aspect of the selection procedure should do so, in writing, to the Chief Executive within 15 working days, at the latest, of the alleged incident. Any investigation will then be conducted in accordance with the Authority's established Complaints Procedure.

6.3 Members of the public wishing to make a formal complaint must refer to 'Compliments, Complaints and Comments - A Guide to Authority Procedures'.

7. RESPONSIBILITY

MEMBERS	Members will have overall responsibility for the direction and scrutiny of this policy and will ensure that the principles of fairness and equality guide the decision making process.
SENIOR MANAGEMENT TEAM	The Senior Management Team responsible for providing leadership in the implementation of this policy and for ensuring that service planning and performance management systems incorporate the specific equality objectives, in terms of service and employment.
INDIVIDUAL HEADS OF DEPARTMENTS	Individual Heads of Departments are responsible for delivering the quality objectives in relation to the delivery of services and employment. They are responsible for ensuring that employees are adequately informed, trained and supported so that their duties are carried out in accordance with the equality principles and standards that underpin the Authority's activities.
MANAGERS	All managers are responsible for implementing equality in service provision and employment. All line managers have responsibility for implementing, monitoring and promoting this policy.
EMPLOYEES	All employees are responsible for ensuring that they assist in implementing this policy. They are also responsible for taking advantage of opportunities to improve their awareness of the

	<p>barriers to equality in service provision and employment, for working towards the elimination of these barriers and for performing their duties in accordance with the equality principles and standards that underpin the Authority’s activities.</p> <p>All employees must:</p> <ul style="list-style-type: none"> • Co-operate with any measure introduced to ensure equal opportunity. • Report any suspected discriminatory acts or practices. • Not persuade or attempt to persuade others to practice unlawful discrimination. • Not victimise anyone as a result of them having reported or provided evidence of discrimination. • Not harass, abuse or intimidate others on account of their race, gender, disability etc. • Not lobby job applicants in an attempt to discourage them for applying or taking up a post.
<p>TRADE UNIONS</p>	<p>The Authority believes that Trade Unions are key partners in promoting and helping to ensure adherence to the equalities policy and that the involvement, support and participation of employees and their Trade Unions is essential.</p> <p>UNISON is the recognised union associate with Yorkshire Dales National Park Authority and fully supports this policy – will need to consult with the UNISON.</p>

8. BREACHING THE POLICY

- 8.1 Breaches of the Equality Policy by employees of the Authority will be regarded as a serious disciplinary offence and will be dealt with according to the Authority’s Disciplinary Policy.
- 8.2 Any act or failure to act that contravenes the relevant legislation may also result in legal action being taken against the Authority, and possibly against the employee responsible for that act or failure to act.